This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

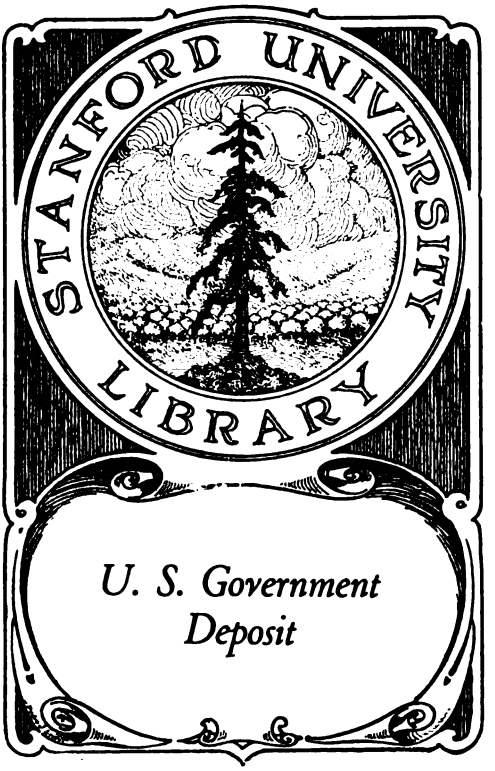
Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

+ *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
+ *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
+ *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
+ *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at `http://books.google.com/`


STANFORD UNIVERSITY
LIBRARY
U. S. Government
Deposit

INDEX

TO THE

EXECUTIVE DOCUMENTS,

PRINTED BY ORDER OF

THE SENATE OF THE UNITED STATES,

FIRST AND SECOND SESSIONS, THIRTY-FOURTH CONGRESS,

1855-'56.

IN TWENTY VOLUMES.

Volume 1 contains No. 1 part 1.
Volume 2 contains No. 1 part 2.
Volume 3 contains No. 1 part 3.
Volume 4 contains No. 1 part 4, maps.
Volume 5 contains No. 2.
Volume 6 contains Nos. 3 to 19, inclusive.
Volume 7 contains No. 20 part 1.
Volume 8 contains No. 20 part 2.
Volume 9 contains No. 20 part 3.
Volume 10 contains Nos. 21 to 43 inclusive, except Nos. 22 and 23.
Volume 11 contains No. 23.
Volume 12 contains Nos. 44 to 65, inclusive.
Volume 13 contains Nos. 66 to 76, inclusive.
Volume 14 contains Nos. 77 to 98, inclusive, except No. 96.
Volume 15 contains Nos. 99 to 103, inclusive.
Volume 16 contains Nos. 104 to 109, and Commerce and Navigation Report, except Nos. 107 and 108.
Volume 17 contains No. 22, in quarto.
Volume 18 contains No. 96, in quarto.
Volume 19 contains No. 107, in quarto, in several parts.
Volume 20 contains No. 108, in quarto, following 107, in several parts also.

Documents of the 2d session 34th Congress (Nos. 1 and 2) are added to, and included volume 16.

WASHINGTON:
A. O. P. NICHOLSON, SENATE PRINTER.
1856.

91400

INDEX

TO

THE EXECUTIVE DOCUMENTS

OF THE

SENATE OF THE UNITED STATES.

Subject.	Vol.	No.	Page.
A.			
Abert, of the corps of Topographical Engineers, in relation to the falls of Red river, report of Colonel	12	49	1
Academy at West Point, N. Y., report with tabular statements of the condition of the Military	2	1	214
Academy at West Point, N. Y., report of the board of visitors to the Military	2	1	225
Academy at Annapolis, Maryland, report on the organization, condition, &c., of the Naval	3	1	68
Accounts of the Treasurer of the United States for the second, third, and fourth quarters of the year 1854, and the first and second quarters of the year 1855, tabular statement of	12	65	1
Agricultural statistics, &c., (part 3,) annual report of the Commissioner of Patents for the year 1855, with	9	20	1
Allen, on the production and manufacture of certain articles in the United States, statement of Hon. Philip	5	2	659
Almanac, in relation to its progress, &c., report of the superintendent of the Nautical	3	1	76
Appropriations for the Navy Department, viz: balances of appropriations on 1st July, 1854; appropriations for the fiscal year 1854 and 1855; repayments and transfers in the same time; amounts applicable to the service of 1854 and 1855; amounts drawn by requisitions from the treasury in the same period; and balances on June 30, 1855, with such sums specially designated as have been carried to the surplus fund, statement of	3	1	306
Appropriations for the War Department for the fiscal year ending June 30, 1855, statement of	6	9	1
Appropriation of three millions of dollars for military purposes, recommendation by the President of a special	10	34	1
Appropriations on the books of the Second Comptroller's office for the year ending June 30, 1855, statement of	12	54	1
Appropriations required to fulfil treaty stipulations with certain Indian tribes, statement of	13	69	1
Appropriations for the support of the army, &c., (2d session 34th Congress, end of vol. 16,) message from the President of the United States in relation to the	16	2	1
Aqueduct during the year ending September 30, 1855, report of operations on the Washington	2	1	266
Arctic seas to rescue and relieve Passed Assistant Surgeon E. K. Kane, and the officers and men under his command, report in relation to the vessels and crews dispatched to the	3	1	17
Armories, and of the number of arms and appendages made thereat during the year ending June 30, 1855, statement of expenditures at the national	6	10	1

Subject.	Vol.	No.	Page.
Armory in the District of Columbia, report of the Secretary of War relative to the progress made in relation to an	12	56	1
Armory in the District of Columbia, statement from the contractors and an estimate by the officer in charge of the construction of the	12	64	1
Armory thereon, report relative to the mall in Washington city and the erection of an	14	88	1
Arms, &c., in Washington, report of the Chief of Ordnance in relation to the building for the preservation of ordnance	12	47	1
Army, annual report of the Commanding General of the	2	1	123
Army, annual report of the Quartermaster General of the	2	1	145
Army, annual report of the Commissary General of Subsistence of the	2	1	169
Army, annual report of the Paymaster of the	2	1	171
Army, annual report of the Surgeon General of the	2	1	174
Army of the United States, report on the sickness and mortality of the	18	96	1
Army during the year 1855, statement of the actual numerical strength of the	2	1	128
Army in the department of the east during the year 1855, statement of the position and distribution of the	2	1	132
Army in the department of the west during the year 1855, statement of the position and distribution of the	2	1	134
Army in the department of Texas during the year 1855, statement of the position and distribution of the	2	1	136
Army in the department of New Mexico during the year 1855, statement of the position and distribution of the	2	1	138
Army in the department of the Pacific during the year 1855, statement of the position and distribution of the	2	1	140
Army during the year ending September 30, 1855, statement of the number of recruits for the	2	1	142
Army during the year 1855, annual statement of the sick and wounded of the	2	1	182
Army, of the operations of his department and the condition of the fortifications and defences of the country during the year 1855, annual report of the Colonel of Engineers of the	2	1	190
Army, relative to the harbors on the lakes, rivers, &c., for 1855, annual report of the Colonel of Topographical Engineers of the	2	1	272
Arts and manufactures for the year 1855, (part 1,) annual report of the Commissioner of Patents relating to the	7	20	1
Arts and manufactures, with illustrations, for the year 1855, (part 2,) annual report of the Commissioner of Patents relating to the	8	20	1
Army, &c., 2d session 34th Congress, at end of vol. 16, message from the President in relation to the condition of the	16	1	1
Army, &c., (2d session 34th Congress, at end of vol. 16,) message from the President of the United States in relation to the appropriations for the support of the	16	2	1
Asylums, report of the board of commissioners of the military	2	1	99
Atchafalaya river. (See *River*.)			
Atlantic and Pacific, report of the Postmaster General relative to the postal arrangements between the	12	62	1
Attorney General, communicating information relative to the printing done under the direction of that bureau during the year 1855, report of the	10	41	1
Attorney General, respecting the right of the general government to interfere to prevent the alleged insurrection by the Vigilance Committee California, opinion of the	15	101	8
Auditor of the Treasury, with accounts rendered and disbursements made for the benefit of the Indians for the year ending June 30, 1855, with lists of the names of persons to whom goods, money, or effects have been delivered within the same period, &c , report of the Second	6	19	1
Auditor of the Treasury, showing the operations of his office in 1855, report of the First	5	2	145
Auditor of the Treasury, showing the operations of his office in 1855, report of the Second	5	2	147
Auditor of the Treasury, showing the operations of his office in 1855, report of the Third	5	2	149
Auditor of the Treasury, showing the operations of his office in 1855, report of the Fourth	5	2	159
Auditor of the Treasury, showing the operations of his office in 1855, report of the Fifth	5	2	161
Auditor of the Treasury of the Post Office Department, showing the operations of his office in 1855, report of the	5	2	163

Subject.	Vol.	No.	Page.
B.			
Baltimore city, conditional contracts under act of February 17, 1855, relative to the accommodation of the United States courts for the district of Maryland and the post office in	14	84	1
Barque Maury, on the complaint of the British consul at New York, report of the committee of the New York Chamber of Commerce in relation to the seizure of the	10	35	223
Bayou La Fourche, report relative to obstructions at the mouth of	13	67	1
Big Washita river. (See *River.*)			
Bounty land warrants issued, located, outstanding, &c., under acts of 1847, 1850, 1852, and 1855, with the quantity of land respectively embraced in those that have been located and those that are outstanding, statement of the number of	1	1	143
Board of naval officers appointed under act of February 28, 1855, with accompanying papers, copy of the report of the	10	28	1
Boundary line between Mexico and the United States, (*in several parts, quarto,*) report of the commissioner (Captain Emory) to run and mark the	20	108	1
Brazos and Big Washita rivers, report of the exploration by Captain Marcy of the	12	60	1
Brooklyn and New York, report in relation to the fo.tifications necessary for the proper defence of	10	36	1
Bureau of Yards and Docks for 1855, report and detailed estimates of the	3	1	84
Bureau of Ordnance and Hydrography, including those of the Naval Observatory and Hydrographical Office and Naval Academy, report and detailed estimates of the	3	1	110
Bureau of Construction, Equipment and Repair, report and detailed estimates of the	3	1	130
Bureau of Provisions and Clothing, report and detailed estimates of the	3	1	253
Bureau of Medicine and Surgery for 1855, report and detailed estimates of the	3	1	278
Bureaus of Yards and Docks for the year ending June 30, 1856, and a list of contracts for the year ending June 30, 1855, abstract of offers and list of contracts for furnishing articles under the cognizance of the	10	21	1
C.			
California, correspondence relative to the Indian disturbances in	10	26	1
California, report of the Secretary of the Treasury communicating information relative to the commerce of	14	83	1
California, message from the President, with reports from the Secretary of State and Secretary of the Navy, and opinion of the Attorney General respecting the right of interference, by the general government, with the proceedings of the self-styled Vigilance Committee in	15	101	1
Canal in Florida, report of the Secretary of War, communicating a general map illustrative of the recent surveys for a	14	89	1
Capitol extension, post office extension, and reconstruction of Capitol dome, reports of Captain Meigs, of the corps of engineers of the progress during the past year of the work on the	2	1	111
Capitol extension, letter of the Secretary of War respecting the occupation of certain rooms in the north wing of the	15	100	1
Central America, correspondence in relation to affairs in	1	1	42
Central America, letter from Lord John Russell to the British minister in America, (Mr. Crampton,) of January 19, 1853, in relation to	6	3	1
Central America, further correspondence in relation to affairs in	14	82	1
Chief engineer. (See *Engineer.*)			
Chilé, correspondence relative to the abduction of seamen from the American whale ship Addison at Valparaiso, and the imprisonment of William N. Stewart, an American citizen, by the authorities of	10	27	1
China, correspondence of the commissioner and acting commissioner to the empire of China relative to the regulations for the consular courts of the United States in	10	32	1
China, and other papers respecting the privileges to be exercised by the United States, letter from the United States commissioner in	14	92	1

Subject.	Vol.	No.	Page.
Claims against Great Britain under convention of 1853, report of commission of. (See index to above at page 473.)	15	103	1
Clerks and others employed in the War Department, other than officers of the army, during the year 1855, lists of	6	14	1
Clerks and others employed in the State Department during the year 1855, and the amount paid to each, lists of	6	17	1
Coast from Mobile to New Orleans, report in relation to the necessary defences of the	6	12	1
Coast of New Jersey, report relative to government stations and other provisions in cases of shipwreck on the	12	45	1
Coast Survey for 1855, report of the	17	22	1
Coinage of the United States and bank notes in circulation from 1790 to 1855, statement of the amount of gold and silver	5	2	51
Coinage of the United States mint and branches, from their establishment to June 30, 1855, statement exhibiting the	5	2	72
Collection districts, statement of the number, class, and grade of all the employés in the several	12	59	1
Colonel of Ordnance. (See *Ordnance.*)			
Commerce and navigation of the United States for the year ending June 30, 1855, statement of the	16	....	1
Commerce of the United States in 1855, statistical view of the	16	....	326
Commerce of each State and Territory of the United States, statement of the	16	....	330
Commercial statistics of different nations, (in several volumes, quarto,) reports, with statements of the	19	107	1
Commissary General of Subsistence for the year 1855, compendium of the annual report of the	2	1	23
Commissary General of Subsistence, annual report of the	2	1	169
Commissioner of Patents, relating to arts and manufactures, for the year 1855, (part 1,) annual report of the	7	20	1
Commissioner of Patents, relating to arts and manufactures, for the year 1855, with illustrations, (part 2,) annual report of the	8	20	1
Commissioner of Patents, relating to agriculture, (part 3,) annual report of the	9	20	1
Commissioner of the General Land Office, showing the operations of that department for the fiscal year ending June 30, 1855, report of the	1	1	140
Commissioner of Indian Affairs for 1855, annual report of the	1	1	321
Commissioner of Pensions for 1855, annual report of the	1	1	577
Commissioner of Public Buildings for 1855, annual report of the	1	1	595
Commissioners of the Military Asylums, report of the Board of	2	1	99
Commissioner of Public Buildings, relative to the price and value of certain lots, in the neighborhood of the Capitol, belonging to private individuals, report of the	12	58	1
Commissioner of the General Land Office, with transcripts relating to the claims of John Rice Jones, late of Illinois Territory, report of the	14	81	1
Commissioner of the General Land Office, in relation to the amount of scrip issued in satisfaction of Virginia land warrants, report of the	13	75	1
Commissioners for the adjustment of claims under the convention with Great Britain of February 8, 1853, proceedings of the	15	103	1
Commissioner to run the boundary line between Mexico and the United States, (in several parts, quarto,) report of the	20	108	1
Comptroller of the Treasury, on the claims of William R. Glover and Thomas W. Mather, and their associates, report of the First	14	93	1
Comptroller of the Treasury, on the operations of his office during the year 1855, report of the First	5	2	138
Comptroller of the Treasury, showing the operations of his office during the year 1855, report of the Second	5	2	139
Congress of European powers, at Paris, relative to neutral rights, proceedings of and correspondence relating to the	16	104	1
Construction, Equipment, and Repairs of the Navy, for the year ending June 30, 1855, with estimates, &c., report of the Bureau of	3	1	130
Contingent expenses. (See *Expenditures.*)			
Contracts made under the authority of the War Department during the year 1855, statement of	6	7	1
Contracts for furnishing articles for the navy, under the cognizance of the Bureau of Yards and Docks, for the year ending June 30, 1856, and a list of contracts for the year ending June 30, 1855, abstract of offers and list of	10	21	1

Subject.	Vol.	No.	Page.
Contracts for the navy, made and received by the Bureau of Construction, Equipment, and Repair, from October 1, 1854, to October 16, 1855, list of	3	1	185
Coolie trade, report of the, with correspondence relative to the transportation of laborers, whether called slaves, coolies, or apprentices, from Asia to English or American colonies or the Chincha islands	15	99	1
Costa Rica. (See *Nicaragua.*)			
Courts for the district of Maryland, and a post office in Baltimore, contracts for sites with buildings thereon for the accommodation of the United States	14	84	1
Court-house and post office in New York, report and correspondence respecting a site to be selected for a	16	106	1
Customs, lands, loans, and otherwise, from 1789 to 1855, statement of receipts into the treasury from	5	2	80
Custom-houses purchased, constructed, and in course of construction under appropriations, report of Captain Bowman in relation to	5	2	316
D.			
Deaths in the army of the United States, (in quarto,) report on the sickness and	18	96	1
Deaths, resignations, and dismissions in the navy, list of	3	1	25
Debt redeemed from July 1, 1854, to November 17, 1855, the premium and interest paid on same, and the amount outstanding at that date, statement of the amount of the public	5	2	35
Defences of the coast, from Mobile to New Orleans, report of the Secretary of War in relation to the	6	12	1
Denmark, in relation to the imposition of "Sound dues," correspondence between the United States and	1	1	25
Dues. See *Sound dues.*			
Dutiable merchandise re-exported annually from 1821 to June 30, 1855, and the value of, re-exported from warehouses under act of August 6, 1846, statement of the value of	5	2	114
Duties refunded under act of March 2, 1855, for carrying into effect the reciprocity treaty up to November 1, 1855, statement of bonds cancelled and	5	2	135
Duties accruing thereon, statement of goods in warehouse during the month of July, and also for the month of August, 1855, with the amount of.	5	2	682
Duty which accrued on each, statement of the value of woolens, cottons, hempen goods, iron, manufactures of iron, sugar, hemp unmanufactured, salt, and coal, from 1844 to 1855, (after deducting the reexportations,) and the amount of	5	2	107
E.			
East River. See *River.*			
Engineer for 1855, compendium of the report of the Chief	2	1	23
Engineers for 1855, epitome of the annual report of the Bureau of Topographical	2	1	25
Engineers' department for 1855, annual report from the	2	1	190
Engineers for 1855, annual report of the Colonel of Topographical	2	1	272
Engineers, relative to the falls of Red river, at or near Alexandria, report of Colonel Abert, of the corps of Topographical	12	49	1
Engineers, relative to the harbors and commerce of the lakes and rivers in Michigan and Wisconsin, reports of Lieutenant Colonel Graham, of Topographical	14	77	1
Estimates for the offices of surveyors general for the fiscal year ending June 30, 1857	1	1	181
Estimates for surveying the public lands in the several States and Territories	1	1	183
Estimates of expenses for the General Land Office and surveys of the public lands in California, Oregon, Washington, New Mexico, Kansas, Nebraska, and Utah, including salaries	1	1	165
Estimate of appropriations for the office of Commissioner of the General Land Office for 1855	1	1	180

Subject.	Vol.	No.	Page.
Estimate for survey of the north and northwestern lakes for the year ending June 30, 1857	2	1	29
Estimates for surveys and work at different harbors	2	1	38
Estimates for survey, completion, and construction of military roads	2	1	44
Estimates for the Military Academy explained	2	1	224
Estimates for the survey of the northern and northwestern lakes	2	1	282
Estimates for western river improvements	2	1	295 323
Estimates for the Bureau of Yards and Docks	3	1	84
Estimates for the Bureau of Ordnance and Hydrography, including those of the Naval Observatory, Hydrographical Office, and Naval Academy	3	1	110
Estimates for the Bureau of Construction, Equipment, and Repair	3	1	130
Estimates for the Bureau of Provisions and Clothing	3	1	253
Estimates for the Bureau of Medicine and Surgery	3	1	278
Estimates for the office of paymaster and quartermaster of the marine corps	3	1	287
Estimate (general) for the office of the Secretary of the Navy and the several bureaus of the Navy Department	3	1	300
Estimate (general) for the southwest Executive building	3	1	300
Estimate (summary) for the navy, the marine corps, and special objects	3	1	301
Estimate (general) for the support of the navy	3	1	304
Estimate (general) for the support of the marine corps	3	1	305
Estimate (general) for special objects under the Navy Department	3	1	306
Estimates for the office of Secretary of the Navy, including those of the superintendent of the Nautical Almanac	3	1	79
European powers at a congress held at Paris, relative to neutral rights, proceedings of the representatives of the	16	104	1
Expenditures for the year ending June 30, 1855, and quarter ending September 30, 1855, statement of receipts and	5	2	30 34
Expenditures of the appropriation for the contingent expenses of the military establishment, statement of the	6	6	1
Expenditures of the War Department, its officers and bureaus, for the year ending June 30, 1855, statement of	6	8	1
Expenditures from the contingent funds for the service of the State Department, including foreign missions, statement of	6	13	1
Expenditures under head of contingent expenses of the navy, from July 1, 1854, to June 30, 1855	3	1	311
Expenditures at the national armories, with the number of arms and appendages made thereat, during the year 1855, statement of	6	10	1
Expenditures for the benefit of the Indians, during the year ending June 30, 1855, statement of	6	19	1
Exploration by Captain Marcy of the sources of the Brazos and Big Washita rivers, report of an	12	60	1
Exported to foreign countries during the year ending June 30, 1855, statement of goods, wares, and merchandise, of the growth, produce, and manufacture of the United States	16	....	5
Exports of the growth, produce, and manufacture of the United States during the year ending June 30, 1855, summary statement of the value of the	16	....	49
Exported from the United States during the year ending June 30, 1855, general statement of goods, wares, and merchandise, of the growth, produce and manufacture of foreign countries	16	....	53
Exported from the United States during the year ending June 30, 1855, summary statement of goods, wares and merchandise, of the growth, produce and manufacture of foreign countries	16	....	161
Exports of the precious metals during the year 1855, statement of imports and	5	2	74
Exports and imports and tonnage, from December 31, 1789, to June 30, 1855, statement of annual	5	2	77
Exported from June 30, 1845, to June 30, 1855, statement of the value of the United States manufactures	5	2	102
Exportation of domestic produce from 1847 to 1855, summary statement of the	5	2	106
Exported annually from 1821 to 1855, statement of the value of foreign merchandise and domestic produce	5	2	109
Exported annually from 1821 to 1855, statement of the aggregate value of breadstuffs and provisions	5	2	115

Subject.	Vol.	No.	Page.
Exported annually from 1821 to 1855, statement of the value of cotton....	5	2	116
Exported annually from 1821 to 1855, statement of the value of tobacco and rice....	5	2	117
Exported to foreign countries from 1840 to 1855, and the export of like articles, the production of the United States, statement of the value of iron, steel, wool, cotton, silk, flax, hemp, &c., and the manufactures thereof imported from and....	5	2	118
F.			
Finances, annual report of the Secretary of the Treasury on the state of the....	5	2	1
(See *list of documents accompanying the above in subjoined table of documents.*)			
First Comptroller of the Treasury on the claims of William R. Glover and Thomas W. Mather and associates, report of the....	14	93	1
First Comptroller of the Treasury on the operations of his office during the year 1855, report of the....	5	2	138
Flats of St. Clair river. (See *River.*)			
Florida, illustrative of the recent surveys for a canal in that State, report, with a general map of....	14	89	1
Flour in the cities of Boston, New York, Philadelphia, Baltimore, New Orleans, and St. Louis, statement of periodical prices of....	5	2	84
Fortifications for the defence of the harbors of Galveston and other harbors on the coast of Texas, information relative to....	6	5	1
Fortifications on Pea Patch Island, report of the United States chief engineer relative to the....	10	30	1
Fortifications necessary for the proper defence of New York and Brooklyn, report in relation to the....	10	36	1
Forts and other military defences, report of the progress and operations of the engineer department in relation to....	2	1	190
Free ships making free goods, instructions to Mr. Buchanan, American minister in England, and his letter to Lord Clarendon relative to....	14	85	1
Frémont as an officer of the United States government, copies of the public accounts allowed and disallowed to John C....	16	109	1
Frémont's California battalion in 1846, final report of the board of officers relative to the funds, subsistence, and supplies furnished or taken for the use of Colonel....	12	63	1
French spoliations prior to 1800, report of the Secretary of State, with a letter from Mr. Skipwith, American consul at Paris, of March 7, 1805, relating to....	10	24	1
French government under the convention of April 30, 1803, journal of the proceedings of the board of American commissioners at Paris to liquidate and audit the claims of American citizens against the....	14	87	1
G.			
Galveston. (See *Harbors of Galveston.*)			
General Land Office. (See *Land Office.*)			
German Zoll-Verein. (See *Zoll-Verein.*)			
Graham, respecting the improvement of the navigation of the flats of the St. Clair river, report of Lieutenant Colonel....	13	73	1
Grattan and his command by the Indians, correspondence relating to the massacre of Lieutenant....	14	91	1
Great Britain, in relation to affairs in Central America, correspondence with the government of....	1	1	42
Great Britain, of April 19, 1850, correspondence and other papers relative to the republics of Nicaragua, Costa Rica, the Mosquito Indians, and the convention between the United States and....	10	25	1
Great Britain, relative to the enlistment of soldiers by the agents of that government within the territory of the United States, and the seizure of the barque Maury on complaint of the British consul. Correspondence with the government of....	10	35	1
Great Britain, to refer the differences between that government and the United States in relation to the construction of the treaty of July 4, 1850, to arbitration, correspondence relative to a proposition submitted by the government of....	10	35	245

Subject.	Vol.	No.	Page.
Great Britain, in relation to the enlistment of soldiers by the agents of that government, received since the message of February 27, correspondence with the government of	13	74	1
Great Britain, &c., near this government, with the reasons therefor, and correspondence relating thereto, communication from the President of the United States informing Congress that he had ceased to hold intercourse with the minister of her majesty the Queen of	14	80	1
Great Britain, of April 19, 1850, relative to Central America, further correspondence touching the construction and purport of the convention with	14	82	1
Great Britain, proceedings of the commissioners for the adjustment of claims under the convention of February 8, 1853, with	15	103	1
(*See index to the above, at page* 473, *same.*)			
Grover, W. R., and T. W. Mather and associates, report on the claims of.	14	93	1
H.			
Harbors, rivers, roads, &., abstracts exhibiting the condition and progress of the work on	2	1	38 260
Harbor, instructions of Colonel Long in relation to a resurvey, &c., of Dubuque	2	1	349
Harbors of Galveston and other harbors on the coast of Texas, information relative to fortifications for the defence of the	6	5	1
Harbors of Manitowoc, Sheboygan, Racine, Milwaukie, and Kenosha, in Wisconsin, report relative to the appropriations for the improvement of the	10	40	1
Harbors and commerce of the lakes and rivers within the States of Wisconsin and Michigan, survey of Lieutenant Colonel Graham relating to the	14	77	1
Hell Gate, East river, New York, report relating to the removal of the rocks in	14	79	1
Honduras to receive a commercial agent from this country, report and correspondence relating to the refusal of the government of	16	105	1
Hospital for the insane in the District of Columbia for 1855, report of the superintendent of the United States	1	1	629
Hospitals constructed and in the course of construction under appropriations, statement of the number of	5	2	316
Hospitals, report of W. M. Gouge in relation to marine	5	2	244
I.			
Illinois Central railroad. (See *Railroad.*)			
Imported from, and exported to, foreign countries, from 1840 to 1855, statement of the value of iron, steel, wool, cotton, silk, flax, hemp, manilla, and the manufactures thereof	5	2	118
Imported annually, from 1847 to 1855, with the duties which accrued thereon in each year respectively, statement of the value of iron, steel, sugar, wines, and fabrics of which wool, cotton, silk, flax, or hemp, is a component part	5	2	132
Import duties collected on western waters during the year ending June, 1855, statement of	2	1	360
Imported into the United States during the year ending June 30, 1855, general statement of goods, wares, and merchandise of the growth, produce, and manufacture of foreign countries	16	....	171
Imported into the United States, in American and foreign vessels, during the year ending June 30, 1855, summary statement of the goods, wares, and merchandise	16	....	291
Imports, the produce and manufacture of the States forming the German Zoll-Verein, Switzerland, and Austria, included in importations from the Hanseatic Towns, Holland, Belgium, France, and England, during the year ending June 30, 1855, statement exhibiting the value of	16	....	341
Imports, the produce and manufacture of the States forming the German Zoll-Verein, Switzerland, and Austria, during the year ending June 30, 1855, summary statement exhibiting the value of	16	....	345
Imports and exports and tonnage, from December 31, 1789, to June 30, 1855, statement of the annual	5	2	77,78

Subject.	Vol.	No.	Page.
Imports and exports of the precious metals for the year ending June 30, 1855, statement of	5	2	74
Imported, re-exported, and consumed, from 1821 to 1855, statement of foreign merchandise	5	2	104
Imports, and imports consumed in the United States, exclusive of specie, during each fiscal year from 1821 to 1855, and the value of foreign and domestic exports, exclusive of specie, and the tonnage employed during the same periods, statement of the total value of	5	2	105
Imported annually from 1843 to 1855, statement of the quantity of wines, spirits, &c	5	2	111
Imports, annually, from 1821 to 1855, statement of the value of	5	2	113
Indian tribes and for the Smithsonian Institution, statement of stocks held in trust by the United States for the various	5	2	45
Indian tribes, statement of amount due from the United States under treaties with various	5	2	35
Indian Affairs for 1855, annual report of the Commissioner of	1	1	321
(*For list of accompanying documents, see page* 341 *of same.*)			
Indians by General Harney, report of an expedition against the Sioux	2	1	49
Indians in Texas by General Smith, report of expeditions against the	2	1	52
Indians in New Mexico by General Garland, report of expeditions against the	2	1	56
Indians on the Pacific by General Wool, report of expeditions against the	2	1	73
Indians, and the convention of 1850 with Great Britain, correspondence and other papers relative to the republics of Nicaragua, Costa Rica, the Mosquito	10	25	1
Indian disturbances in California, correspondence relative to the	10	26	1
Indians for the year ending June 30, 1855, with the names of persons to whom goods, money, or effects have been delivered within the same period, &c., statement of accounts rendered and disbursements made for the benefit of the	6	19	1
Indian disturbances in the Territories of Washington and Oregon, report in relation to	12	46	1
Indian disturbances in the Territories of Washington and Oregon, correspondence relative to the	13	66	1
Indian treaty stipulations, statement of appropriations required to fulfil certain	13	69	1
Indians, correspondence respecting the massacre of Lieutenant Grattan and his command by the	14	91	1
Indians by General Harney, proceedings, with other papers, of a council held with nine tribes of the Sioux	14	94	1
Insane for the District of Columbia, report of the superintendent of the government hospital for the	1	1	629
Interior in relation to the operations of the Department of the Interior, report of the Secretary of the	1	1	121
Interior relative to the Indian disturbances in the Territories of Washington and Oregon, report of the Secretary of the	12	46	1
Interior, communicating a statement of appropriations on the books of the Department of the Interior, per report of the Second Comptroller, for the fiscal year ending June 30, 1855, report of the Secretary of the	12	54	1
Interior, communicating information relative to the compensation to be given to registers and receivers, for the receipt of warrants or scrip, in lieu of money, report of the Secretary of the	12	55	1
Interior relative to the amount of scrip issued for the satisfaction of Virginia land warrants, report of the Secretary of the	13	75	1
Interior, communicating information relative to the swamp land law, report of the Secretary of the	14	86	1
Interior respecting the site to be selected for a post office and court-house in the city of New York, report of the Secretary of the	16	106	1
J.			
Jones, report of the Commissioner of the General Land Office in relation to transcripts of certain claims of John Rice	14	81	1

Subject.	Vol.	No.	Page.
K.			
Kane, of the United States navy, and his companions, report of Lieutenant Hartstene, in command of the expedition to the Arctic seas in search of Doctor E. K	3	1	44
Kane in relation to the results of the second expedition in search of Sir John Franklin, report of Doctor E. K	3	1	52
Kane, and the officers and men under his command, report of the Secretary of the Navy in relation to the vessels fitted out and dispatched to the Arctic seas and their success in rescuing and relieving Passed Assistant Surgeon E. K	3	1	17
Kansas, message from the President of the United States relative to the disturbances in the Territory of	6	4	1
Kansas, with a copy of the laws thereof, copies of papers and correspondence with Governors Reeder and Shannon and others relating to the Territory of	10	23	1
Kansas, answer by the Secretary of State to a call for further documents relating to the Territory of	12	53	1
L.			
La Fourche, Louisiana, report relative to obstructions at the mouth of Bayou	13	67	1
Lakes, annual report on the survey of the northern and northwestern	2	1	275
Lakes and rivers in Wisconsin and Michigan, survey by Lieutenant Colonel Graham of the harbors	14	77	1
Land office during the fiscal year ending June 30, 1855, report of the operations of the general	1	1	140
(For schedule of statements, &c., accompanying the above, see page 165 of same.)			
Lands sold, amounts received therefor, and other disposals thereof, &c., statement of	1	1	142, 164
Land warrants, report of the Commissioner of the General Land Office respecting the amount of scrip issued for the satisfaction of Virginia	13	75	1
Land law, report of the Secretary of the Interior in relation to the effect of the swamp	14	86	1
Lands sold at regular and graduated rates, amounts received therefor, incidental expenses thereon, &c., in the first half of the fiscal year ending June 30, 1855, statement of public	1	1	166
Lands sold, &c., as above, for the last half of the fiscal year ending June 30, 1855, statement of public	1	1	172
Lands advertised in 1855, the quantities, the plats of survey of which have been returned to the general land office, the quantities prepared for market not yet advertised, and the probable quantities which will be prepared in 1856, exhibit of public	1	1	178
Lands advertised for sale since date of last report, showing the quantity under proclamation, exclusive of school lands, synoptical statement of public	1	1	179
Land office, offices of surveyors general, and for surveying the public lands in the several States and Territories, estimate of appropriations for the general	1	1	180, 181, 184
Land office, bearing date November 30, 1855, abstract or compendium of the annual report of the Commissioner of the General	1	1	163
Land warrants issued, located, outstanding, &c., under the acts of 1847, 1850, 1852, and 1855, statement of the number of bounty	1	1	143
Lands granted to the several States under acts of 1849 and 1850, statement of selections made, &c., of swamp and overflowed	1	1	144, 145
Land offices, except Utah, for 1855, reports of the surveyors general of the several	1	1	184
Light-house Board, with a statement exhibiting the number of light-houses constructed, with the names of the several keepers thereof, report of the	5	2	250
Long, on western river improvements, report of Lieutenant Colonel	2	1	287
M.			
Mails between Washington city and New Orleans, letters from the President and the Postmaster General in relation to a memorial of citizens of New Orleans complaining of the irregularity of the	6	11	1

Subject.	Vol.	No.	Page.
Mail communication between New Orleans and Cairo, report of the Postmaster General in relation to the	6	18	1
Mail, communication from the Postmaster General relative to the frequent failures of the northern	10	31	1
Mail in the city of Washington and the selection of a site for an armory thereon, report in relation to the	14	88	1
Manufacturing and agricultural productions of each State and Territory in 1840 and 1850, with the amount said production would give to each person in said states and Territories, &c., statement of the population and	5	2	98,100
Manufactures and the arts, (part 1,) annual report of the Commissioner of Patents relating to	7	20	1
Manufactures and the arts, (part 2,) annual report of the Commissioner of Patents relating to	8	20	
Manufactures exported from 1845 to 1855, statement of the value of domestic	5	2	102
Map of Florida, illustrative of the recent surveys for a canal in that State, report accompanied by a	14	89	1
Marcy's exploration of the sources of the Brazos and Big Washita rivers, report of Captain R. B.	12	60	1
Marine hospitals, report of W. M. Gouge in relation to	5	2	244
Mather and their associates, report on the claims of William R. Glover and Thomas W.	14	93	1
"Maury" on the complaint of the British consul at New York, on suspicion of carrying arms, &c., to Russia, correspondence in relation to the seizure of the American barque	10	35	223
Medicine and Surgery of the navy showing the operations of his bureau during the year 1855, report of the Chief of the Bureau of	3	1	278
Meigs of the corps of engineers in charge of the Capitol extension, dome, and Post Office Department, report of Captain	2	1	111
Messages (See *President*.)			
Messengers and other employés in the State Department other than clerks, report in relation to the number of	10	38	1
Messengers and other employés in the War Department, statement of the number and compensation of the	10	42	1
Messengers and employés other than clerks of the Navy Department, statement of the number and compensation of the	10	43	1
Mexico, of June 30, 1853, message from the President of the United States communicating a report of the Secretary of State relating to the boundary line and the payment of the three millions under the treaty with	12	57	1
Mexico and the United States, (*in several parts, quarto,*) report of Captain Emory, the commissioner appointed to run the boundary line between the republic of	20	108	1
Midshipmen, in relation to the late cruise of the practice ship, report of the commandant of	3	1	73
Military Academy at West Point, synoptical report, with tabular statements, of the condition of the national	2	1	214
Military Academy at West Point, report of the Board of Visitors to the	2	1	225
Military establishment during the year 1855, statement of contingent expenses of the	6	6	1
Military purposes, recommendation of a special appropriation of three millions of dollars, by the President, for	10	34	1
Military reservation in Iowa for Fort Crawford, report of the Secretary of War, relative to the sale of the	12	61	1
Military officers in Kansas, report relative to instructions sent to	14	97	1
Militia of all the States and Territories, with their arms, accoutrements, and ammunition, abstract of the general annual returns of the	6	15	1
Mint and its branches, including the assay office, for the year 1855, report of the Director of the United States Mint, showing the operations of the United States	12	51	1
Mint and its branches from their establishment to June 30, 1855, statement of the coinage at the United States	5	2	72
Mint and its branches, for the year ending June 30, 1855, and the imports and exports of the precious metals for the same period, statement of receipts of gold and silver at the United States	5	2	74
Missouri and Platte rivers and the Rocky mountains, report of Lieutenant Warren's explorations of the country between the	13	76	1

Subject.	Vol.	No.	Page.
Mobile to New Orleans, report in relation to the necessary defences of the coast from	6	12	1
Mortality of the army of the United States, report on the sickness and	18	96	1
Mountains, report of an exploration by Lieutenant Warren of the country between the Missouri and Platte rivers and the Rocky	13	76	1
N.			
National armories. (See *Armories.*)			
Nautical Almanac, in relation to its progress, &c , report of the superintendent of the	3	1	76
Naval Academy at Annapolis, Md., report of the board of examiners in relation to the organization and condition of the	3	1	68
Naval squadron at home, in Brazil, Africa, and the Pacific, during the year 1855, report of the duties performed by the	3	1	3, 4, 5, 9
Naval supplies at the navy yards at Kittery, Maine, Charlestown, Mass., Brooklyn, N. Y., Philadelphia, Pa., Washington, D. C., Norfolk, Va., and Pensacola, Fla., scale of offers made to furnish	3	1	140 to 184
Naval contracts. (See *Contracts.*)			
Naval officers, appointed under act of February 28, 1855, report of the board of	10	28	1
Navy, exhibiting the duties performed by the several United States squadrons during the year 1855, with his views of the present condition, future prospects, and further legislation required for the naval service, report of the Secretary of the	3	1	1
Navy, communicating an "abstract of offers," and "list of contracts," for furnishing articles under cognizance of the Bureau of Yards and Docks for the year ending June 30, 1856, and a list of contracts for the year ending June 30, 1855, letter of the Secretary of the	10	21	1
Navy, communicating a copy of the report of the Board of Naval Officers appointed under the act of Feb. 28, 1855, report of the Secretary of the	10	28	1
Navy, communicating copies of correspondence with Captain Boarman, relative to the inspection of the United States steamer San Jacinto, report of the Secretary of the	10	29	1
Navy, communicating a statement of the number and compensation of the messengers and employés, other than clerks, in the Navy Department, report of the Secretary of the	10	43	1
Navy, communicating copies of the charges, &c., preferred against Commander G. J. Pendergrast, and certain other naval officers, and the proceedings, if any, had thereupon, report of the Secretary of the	12	44	1
Navy, in relation to the self-styled Vigilance Committee in California, report of the Secretary of the	15	101	13
Navy, report of the board convened under the act of February 28, 1855, to promote the efficiency of the	3	1	31
Navy, and his companions, report of Lieutenant Hartstene, in command of the expedition to the Arctic seas in search of Dr. E. K. Kane of the United States	3	1	44
Navy Department, for 1855, report and detailed estimates of the Bureau of Yards and docks of the	3	1	84
Navy Department, for 1855, report and detailed estimates of the Bureau of Ordnance and Hydrography of the	3	1	110
Navy Department, for 1855, report and detailed estimates of the Bureau of Construction, Equipment, and Repairs of the	3	1	130
Navy Department, for 1855, report and detailed estimates of the Bureau of Provisions and Clothing of the	3	1	253
Navy Department, for 1855, report and detailed estimates of the Bureau of Medicine and Surgery of the	3	1	278
Neutral rights, proceedings, with correspondence relating to the congress of European powers, held at Paris, respecting	16	104	1
New Orleans, report in relation to the necessary defences of the coast from Mobile to	6	12	1
New York and Brooklyn, report in relation to the fortifications necessary for the proper defence of	10	36	1
New York, report and correspondence respecting the site to be selected for a post office and court-house in the city of	16	106	1

Subject.	Vol.	No.	Page.
Newspapers in the city of Washington, under executive orders, since March 4, 1853, statements of the amount paid for advertising, &c., in the several	14	90	1
Nicaragua, Costa Rica, and the Mosquito Indians, correspondence relative to the republics of	10	25	1
Nicaragua, and information that the new Nicaraguan minister had been accredited by the government of the United States, documents and correspondence relating to affairs with the government of	13	68	1
Northern mail. (See *Mail.*)			
O.			
Ordnance and Hydrography of the Navy of the operations of his department during the year 1855, report of the Chief of the Bureau of	3	1	110
Ordnance in relation to fortifications, ordnance, ordnance stores, supplies, armories, arming the militia and arsenals, compendium of the report of the Colonel of	2	1	45
Ordnance, annual report of the Colonel of	2	1	539
Oregon and Washington Territories, correspondence in relation to Indian disturbances in	13	66	1
P.			
Pacific railroad explorations and surveys, report of Captain Humphreys, topographical engineer, upon the progress of the	2	1	90
Paris, under the convention of April 30, 1803, journal of the proceedings of the commissioners at	14	87	1
Patents relating to arts and manufactures, with index, for the year 1855, (part 1,) annual report of the Commissioner of	7	20	1
Patents relating to arts and manufactnres, with index, for the year 1855, with illustrations, (part 2,) annual report of the Commissioner of	8	20	1
Patents relating to agriculture, with index, for the year 1855, with illustrations, (part 3,) annual report of the Commissioner of	9	20	1
Pea Patch island, letter of General Totten, chief engineer, relative to the fortifications on the	10	30	1
Pendergrast, and certain other naval officers, copies of charges, &c., preferred against Commander	12	44	1
Penitentiary in the District of Columbia for 1855, report of the warden of the United States	1	1	613
Pension Office, during the year ending June 30, 1855, report of the operations of the	1	1	577
Philadelphia, report of the Postmaster General relative to a building for the accommodation of the post office in the city of	14	95	1
Platte rivers and the Rocky mountains, report of Lieutenant Warren's exploration of the country between the Missouri and	13	76	1
Population of the several States and Territories of the United States, with statistical information taken from the census of 1790, 1800, 1810, 1820, 1830, 1840, and 1850, statements of the	5	2	89 97
Population of each State and Territory according to the census of 1840 and 1850, amount of agricultural and manufacturing productions of each, and exhibiting the amount said production would give to each person in said States and Territories, statement of the	5	2	98 100
Postmaster General, accompanying the President's annual message, showing the number of post offices established, the amount of mail service performed at home and abroad, with the receipts and expenses thereof, together with postal conventions made with the governments of Bremen, Prussia, &c., report of the	3	1	1
Postmaster General in relation to the memorial of citizens of New Orleans complaining of the irregularity of the mail service between Washington city and that place, letter of the	6	11	1
Postmaster General, communicating information relative to the mail communication between New Orleans and Cairo, report of the	6	18	1
Postmaster General, communicating information relative to the frequent failures of the northern mail, report of the	10	31	1
Postmaster general relative to the postal arrangements between the Atlantic and Pacific, report of the	12	62	1

Subject.	Vol.	No.	Page.
Postmaster General relative to a building for the accommodation of the post office in the city of Philadelphia, report of the	14	95	1
Post office at Baltimore, contracts for sites with buildings thereon for the accommodation of the United States courts of Maryland and the	14	84	1
Post office at Philadelphia, report relative to a building for the accommodation of the	14	95	1
Post office at New York, report and correspondence respecting the site to be selected for a court-house and	16	106	1
Potomac river. (See *River.*)			
President of the United States on the state of the Union, with accompanying documents, (in three parts,) message from the (*For list of accompanying documents see subjoined table of documents.*)	1	1	1
President of the United States, transmitting a copy of a letter from Lord John Russell to the British minister, Mr. Crampton, dated January 19, 1853, in relation to Central America, message from the	6	3	1
President of the United States, relative to the disturbances in Kansas, message from the	6	4	1
President of the United States, transmitting the memorial of citizens of New Orleans complaining of the irregularity of the mail service between Washington and New Orleans, together with his note and a letter from the Postmaster General to the memorialists, message from the	6	11	1
President of the United States, communicating correspondence between the President, Secretary of State, and Governors Reeder and Shannon, Mr. Woodson, J. H. Lane, C. Robinson, and Mr. Calhoun, in relation to Kansas, together with a copy of the laws of said Territory, message from the	10	23	1
President of the United States, communicating a report of the Secretary of State, with correspondence and other papers relative to the Republics of Nicaraugua, Costa Rica, the Mosquito Indians, and the convention between the United States and Great Britain of April 19, 1850, message from the	10	25	1
President of the United States, communicating correspondence relative to the Indian disturbances in California, message from the	10	26	1
President of the United States, communicating correspondence between the legation of the United States and the government of Chilé, relative to the abduction of seamen from the American whale ship Addison, at Valparaiso, and the imprisonment of William N. Stewart, an American citizen, by the authorities of Chilé, message from the	10	27	1
President of the United States, communicating a report and correspondence relative to the regulations with China, in conformity with the 6th section of the act of August 11, 1848, message from the	10	32	1
President of the United States, recommending a special appropriation of three millions of dollars for military purposes, message from the	10	34	1
President of the United States, communicating correspondence with Great Britain relative to the enlistment of soldiers by the agents of that government within the territory of the United States, message from the	10	35	1
President of the United States, communicating information relative to a proposition submitted to the United States government by that of Great Britain to refer the difference between the two governments of the construction of the treaty of July 4, 1850, to arbitration, message from the	10	35	245
President of the United States, communicating correspondence and other information relative to the transmission of the mails and munitions of war over the Illinois Central Railroad, message from the	10	39	1
President of the United States, communicating a report of the Secretary of the Interior relative to the Indian disturbances in the Territories of Washington and Oregon, message from the	12	46	1
President of the United States, communicating information relating to the site selected for the preservation of ordnance, arms, &c., in Washington, message from the	12	47	1
President of the United States, communicating correspondence and other information relative to the transmission of the mail and munitions of war over the Illinois Central Railroad, message from the	12	48	1
President of the United States, transmitting a report of the operations of the mint and its branches, including the assay office, for the year 1855, message from the	12	51	1

Subject.	Vol.	No.	Page.
President of the United States, in answer to a call for further documents relating to the Territory of Kansas, message from the	12	53	1
President of the United States, communicating a report of the Secretary of War of the steps taken relative to an armory in the District of Columbia, message from the	12	56	1
President of the United States, communicating information relating to the Mexican boundary line, and the payment of the three millions of dollars under the treaty with Mexico of June 30, 1853, message from the	12	57	1
President of the United States, communicating a report of the Postmaster General, relative to the postal arrangements between the Atlantic and Pacific, message from the	12	62	1
President of the United States, communicating information relative to the construction of an armory in the District of Columbia, message from the	12	64	1
President of the United States, communicating a report of an exploration of the sources of the Brazos and Big Washita rivers, by Captain Marcy, message of the	12	60	1
President of the United States, transmitting sundry documents and correspondence relating to affairs with the government of Nicaragua, with information that the new Nicaraguan minister had been accredited by this government, message from the	13	68	1
President of the United States, transmitting a report from the Secretary of the Interior, with estimates of appropriations required in fulfillment of treaty stipulations with certain Indian tribes, message from the	13	69	1
President of the United States, returning to the Senate the bill (S. 14) to remove obstructions to navigation in the mouth of the Missi-sippi river, at the Southwest Pass and Pass a l'Outre, with his objections thereto, message from the	13	70	1
President of the United States, relative to the appropriation in the civil and diplomatic bill of March 3, 1855, for Richard W. Thompson, on account of alleged services to the Menomonee Indians, message from the	13	72	1
President of the United States, returning, with his objections, the bill (S. 1) making an appropriation for deepening the channel over the St. Clair flats, in the State of Michigan, message from the	13	71	1
President of the United States, transmitting correspondence with the British government, relative to the enlistment of soldiers, received since the message of the 27th February last, message from the	13	74	1
President of the United States, returning the bill (S. 2) making appropriations for deepening the channel over the flats of the St. Mary's river, in the State of Michigan, with his objections thereto, message from the	14	78	1
President of the United States, informing Congress that he had ceased to hold intercourse with the envoy extraordinary and minister plenipotentiary of her Majesty the Queen of Great Britain, &c, near this government, with the reasons therefor, and documents relating thereto, message from the	14	80	1
President of the United States, transmitting correspondence not previously communicated, touching the construction and purport of the convention with Great Britain, of April 19, 1850, relative to Central America, message from the	14	82	1
President of the United States transmitting copies of conditional contracts executed for two sites, with buildings thereon, with plans and estimates for fitting them up and furnishing them for the accommodation of the United States courts and post office in Baltimore, under act of February 17, 1855, message from the	14	84	1
President of the United States transmitting a copy of the instructions sent to Mr. Buchanan relative to free ships making free goods, and Mr. Buchanan's letter to Lord Clarendon thereupon, message from the	14	85	1
President of the United States transmitting a report of the Secretary of War relative to the Mall in the city of Washington, and the selection of a site for an armory thereon, message from the	14	88	1
President of the United States, relative to the several amounts paid for printing or publishing to the different newspapers in Washington, under executive orders, since March 4, 1853, message from the	14	90	1

Subject.	No.	Vol.	Page.
President of the United States, communicating a copy of a letter from the United States Commissioner in China and other papers, respecting the privileges to be exercised in that government by the United States, message from the	14	92	1
President of the United States, communicating a report of the proceedings of a council held at Fort Pierre by General Harney with a delegation from nine tribes of the Sioux Indians, and other papers, and a recommendation for an appropriation to carry into effect the stipulations there agreed upon, message from the	14	94	1
President of the United States, communicating a report of the Postmaster General relative to a building for the accommodation of the post-office in the city of Philadelphia, message from the	14	95	1
President of the United States, communicating information relative to the instructions sent to military officers in Kansas, message from the	14	97	1
President of the United States, communicating a copy of papers relating to the proclamation of martial law in Washington Territory, message from the	14	98	1
President of the United States, transmitting reports from the Secretaries of State and Navy, with correspondence in relation to the self-styled Vigilance Committee in California, message from the	15	101	1
President of the United States, transmitting the proceedings of the commissioners for the adjustment of claims, under the convention with Great Britain of February 8, 1853, message from the	15	103	1
President of the United States, with a report of the Secretary of State, and correspondence respecting the proceedings of the representatives of the European powers, at a congress held at Paris, relative to neutral rights, message from the	16	104	1
President of the United States, relating to the refusal of the government of Honduras to receive a commercial agent from the United States, message from the	16	105	1
President of the United States, communicating a report from the Secretary of the Treasury, with copies of letters and vouchers in support of claims presented by and allowed or disallowed to John C. Frémont as an officer of the government of the United States, &c., message from the	16	109	1
President of the United States, communicating to the House of Representatives a report of the commercial statistics of different nations, (several volumes in quarto,) message from the	16	107	1
President of the United States, communicating the report of the commissioner, (Captain Emory,) on the Mexican boundary, with maps, &c., (several volumes in quarto,) message from the	20	108	1
President of the United States in relation to the condition of the army, &c., (2d session 34th Congress,) message from the	16	1	1
President of the United States, communicating a statement of the balances of the army appropriations on hand, &c., (2d session 34th Congress,) message from the	16	2	1
Printing for the State Department for the year 1855, report in relation to the	10	37	1
Printing for the Attorney General's office during the year 1855, report relative to the	10	41	1
Printing or publishing advertisements or other printing in the newspapers in Washington city, under executive orders, since March 4, 1853, report in relation to amounts paid for	14	90	
Provisions and Clothing of the navy, showing the operations of his bureau during the year 1855, report of the chief of the Bureau of	3	1	253
Public Buildings for 1855, annual report of the Commissioner of	1	1	595
Public Buildings relative to the value and price of certain lots in the neighborhood of the United States Capitol belonging to private individuals, report of the Commissioner of	12	58	1
Public debt. (See *Debt.*)			
Public lands. (See *Lands.*)			
Q.			
Quartermaster General for the year ending June 30, 1855, abstract of the annual report of the	2	1	20
Quartermaster General of the army, annual report of the	2	1	145

Subject.	Vol.	No.	Page.
R.			
Railroad explorations and surveys, report of Captain Humphreys, of the topographical engineers, upon the progress of the Pacific	2	1	90
Railroad, correspondence and other information relative to the transmission of the mails and munitions of war over the Illinois Central	10	39	1
Railroad, correspondence and other information relative to the transmission of the mail and munitions of war over the Illinois Central	12	48	1
Receipts and expenditures for the year ending June 30, 1855, statement of	5	2	30,34
Receipts of gold and silver at the United States mint and branches, and imports and exports of the precious metals during the year ending June 30, 1855, statements of the	5	2	74
Receipts into the treasury from customs, lands, loans, &c., from March 4, 1789, to June 30, 1855, statement of	5	2	80
Red river. (See *River*.)			
Register of the Treasury, showing the operations of his office during the year 1855, report of the	5	2	173
Registers and receivers for the receipt of warrants or scrip in lieu of money, report relative to the compensation to be given to	12	55	1
Reservation in Iowa for Fort Crawford, report of the Secretary of War relative to the sale of the military	12	61	1
Rivers, harbors, roads, &c., synopsis of the condition and progress of public works on	2	1	38
Rivers, harbors, breakwaters, &c., report in relation to the improvement and condition of	2	1	260
River improvements by Lieutenant Colonel Long, annual report on western	2	1	287
Rivers, annual report on the improvement of the Ohio and Red	2	1	319
River, correspondence in relation to the expenditure of the appropriation for the improvement of the Savannah	6	16	1
River at or near Alexandria, report of Colonel Abert, of the corps of Topographical Engineers, in relation to the falls of Red	12	49	1
River within the District of Columbia, and the expediency of removing the same, report of Lieutenant Smith, of the Bureau of Topographical Engineers, respecting obstructions to the navigation of the Potomac	12	52	1
River, report of Lieutenant Colonel Graham respecting the improvement of the navigation of the flats of the St. Clair	13	73	1
Rivers within the States of Wisconsin and Michigan, reports lately made by Lieutenant Colonel Graham relating to harbors and commerce of the lakes and	14	77	1
River, in the State of Michigan, with his objections thereto, message from the President of the United States returning the bill (S. 2) making appropriations for deepening the channel of the St. Mary's	14	78	1
River, New York, and other aids to the navigation of that passage, report of Captain Wright relative to the removal of the rocks in Hell Gate, East	14	79	1
Rivers, report of an exploration by Captain Marcy, of the sources of the Brazos and Big Washita	12	60	1
Rivers and the Rocky mountains, report of the exploration by Lieutenant Warren of the country between the Missouri and Platte	13	76	1
Roads, harbors, rivers, &c., condition and progress of the improvements on certain	2	1	38
Roads in charge of the Topographical Bureau, statement of appropriations for	2	1	43
Roads in Minnesota, report by Captain Simpson of operations on government	2	1	468
Roads connected with West Point, report respecting the improvement of the	15	102	1
Rocky mountains, report of Lieutenant Warren's explorations of the country between the Missouri and Platte rivers and the	13	76	1
Russell to Mr. Crampton, the British minister, dated January 19, 1853, letter from Lord John	6	3	1
S.			
St. Clair flats, in the State of Michigan, veto of the bill (S. 1) making an appropriation for deepening the channel over the	13	71	1

Subject.	Vol.	No.	Page.
St. Clair river. (See *River*.)			
San Jacinto, correspondence relative to the inspection of the United States steamer	10	29	1
Savannah river. (See *River*.)			
Seamen from the ship Addison, at Valparaiso, and imprisonment of W. A. Stewart, an American citizen, by the Chilian government, report of the abduction of American	10	27	1
Second Auditor of the Treasury. (See *Treasury*.)			
Shipwreck on the coast of New Jersey, report in relation to government stations and provisions made in cases of	12	45	1
Sickness and mortality of the army of the United States, report on the	14	96	1
Sioux expedition. (See *Indians*.)			
Sioux Indians. (See *Indians*.)			
Smith, of the Bureau of Topographical Engineers, in relation to obstructions to the navigation of the Potomac river, report of Lieutenant	12	52	1
Solicitor of the Treasury, showing the operations of his office during the year 1855, report of the	5	2	166
Sound dues by the government of Denmark, correspondence in relation to the imposition of	1	1	25
Spoliations. (See *French Spoliations*.)			
Squadrons during the year 1855, report of the duties performed by the several United States	3	1	1
State and the government of Denmark, in relation to the imposition of Sound dues, correspondence between the Secretary of	1	1	25
State, showing the disbursements for the service of the State Department, including foreign missions, from the contingent funds, &c., report of the Secretary of	6	13	1
State, communicating lists of the clerks and others employed in the State Department during the year 1855, report of the Secretary of	6	17	1
State, communicating a letter of March 7, 1805, from Mr. Skipwith, United States consul, &c., to Mr. Madison, Secretary of State, in relation to claims of American citizens for spoliations committed by the French prior to 1800, report of the Secretary of	10	24	1
State, communicating a statement of the number of persons and the amount of their salaries respectively, who are employed in the Department of State, other than clerks, report of the Secretary of	10	33	1
State and the British minister, Mr. Crampton, and between Mr. Buchanan, American minister at London, and Lord Clarendon, principal Secretary of State of Great Britain, relative to the enlistment of soldiers by the agents of Great Britain within the Territories of the United States, correspondence between the Secretary of	10	35	1
State, communicating information relative to the printing for the State Department for the year 1855, report of the Secretary of	10	37	1
State, relating to the Mexican boundary line and the payment of the three millions of dollars under the treaty with Mexico of June 30, 1853, report of the Secretary of	12	57	1
State, relative to the appropriation in the civil and diplomatic bill of March 3, 1855, for Richard W. Thompson, report of the Secretary of	13	72	1
State, with a copy of the instructions sent to Mr. Buchanan, minister to England, relative to free ships making free goods, and Mr. Buchanan's letter to Lord Clarendon on that subject, report of the Secretary of	14	85	1
State, communicating a copy of the journal of the proceedings of the Commissioners at Paris, under the convention of April 30, 1803, report of the Secretary of	14	87	1
State, communicating information relative to the transportation of laborers, whether they are termed, slaves, coolies, or apprentices, from Asia or the Asiatic islands to English or Spanish colonies in America, report of the Secretary of	15	99	1
State, in relation to the alleged usurped authority and proceedings of the self-styled Vigilance Committee in California, reports of the Secretary of	16	101	1
Statistics of different nations, (in several parts, quarto,) report with statements of the commercial	19	107	1
Steamboat disasters on western waters, statement of	2	1	354
Steamboat act, report of W. M. Gouge in relation to the	5	2	423

Subject.	Vol.	No.	Page.
Steamer San Jacinto, copies of correspondence relative to the inspection of the United States	10	29	1
Subsistence, compendium of the annual report of the Commissary General of	2	1	23
Subsistence of the army, annual report of the Commissary General of	2	1	169
Surgeon General of the army, annual report of the	2	1	174
Surveyors general for 1855, annual report of the	1	1	184
Surveys for the year 1855, report of the operations in the coast	17	22	1
Surveys for a canal in Florida, report, with a map illustrative of the recent	14	89	1
Swamp land law, report of the Secretary of the Interior in relation to the	14	86	1
T.			
Territory of Washington, copies of papers relating to the proclamation of martial law in Washington	14	98	1
Territories of Washington and Oregon, correspondence relating to the Indian disturbances in the	13	66	1
Texas, report of the Secretary of the Interior, communicating information relative to fortifications for the defence of the harbor of Galveston and other harbors on the coast of	6	5	1
Thompson, on account of alleged services to the Menomonee Indians, report from the Department of State relative to the appropriation in the civil and diplomatic bill of March 3, 1855, for Richard W	13	72	1
Tonnage of American and foreign vessels cleared from each district in 1855, statement of	16	....	334
Tonnage of American and foreign vessels entered into each district in 1855, statement of the	16	....	338
Tonnage of the several districts of the United States in 1855, statement of the	16	....	348
Tonnage of the United States from 1789 to 1855, statement of the	5	2	78
Tonnage employed from 1821 to 1855, statement of the value of foreign and domestic exports, exclusive of specie, and the	5	2	105
Tonnage of the several districts of the United States in 1855, condensed view of the	16	....	356
Tonnage of American and foreign vessels cleared in 1855, statement of the	16	....	304
Tonnage of American and foreign vessels entered in 1855, statement of the	16	....	308
Tonnage and national character of foreign vessels entered and cleared in 1855, statement of the	16	....	312
Tonnage of the United States in the fisheries, coast trade, &c , from 1815 to 1855, comparative view of the registered and enrolled	16	....	368
Tonnage of American and foreign vessels arriving and departing to each foreign country during the year ending June 30, 1855, statistical view of the value of exports to and imports from each foreign country, and the	16	....	325
Tonnage thereof in each State and Territory of the United States during the year ending June 30, 1855, statement showing the number and class of vessels built, and the	16	....	359
Tonnage thereof in the several States and Territories of the United States from 1815 to 1855, inclusive, statement showing the number and class of vessels built, and the	16	....	371
Topographical Engineers for 1855, annual report of the Colonel of the	2	1	272
Treasurer of the United States, communicating copies of his accounts for the second, third, and fourth quarters of the year 1854, and the first and second quarters of the year 1855, letter of the	12	65	1
Treasurer of the United States, exhibiting the operations of his office during the year 1855, report of the	5	2	172
Treasury on the state of the finances, annual report of the Secretary of the (*For list of papers accompanying the above see subjoined table of documents*)	5	2	1
Treasury, accompanied by accounts of persons charged with the disbursement or application of moneys, goods, or effects for the benefit of Indians, for the fiscal year ending June 30, 1855, together with list of the names of all persons to whom goods, money, or effects have been delivered within the same period, &c , report of the Second Auditor of the	6	19	1
Treasury, communicating information relative to the number of messengers and employés in that department other than clerks, report of the Secretary of the	10	38	1

Subject.	Vol.	No.	Page.
Treasury, communicating information relative to the government stations, and provisions made in cases of shipwreck on the coast of New Jersey, &c., report of the Secretary of the	12	45	1
Treasury Department, with a statement of appropriations on the books of that department for the year ending June 30, 1855, report of the Second Comptroller of the	12	54	1
Treasury, communicating a statement of the Register of the number, class, and grade of all the employés in the several collection districts, report of the Secretary of the	12	59	1
Treasury, relative to the commerce of California, report of the Secretary of the	14	83	1
Treasury, on the claims of William R. Glover and Thomas W. Mather and their associates, report of the First Comptroller of the	14	93	1
Treasury, of the commerce and navigation of the United States during the year ending June 30, 1855, report of the Secretary of the. (*See index to the above report at the end thereof.*)	16	....	1
Treasury, communicating the report of the Coast Survey for 1855, report from the	17	22	1
V.			
Vessels, with their tonnage and crews, which cleared from the United States for foreign countries during the year ending June 30, 1855, statement of American and foreign	16	....	303
Vessels, with their tonnage and crews, which entered into the United States from foreign countries during the year ending June 30, 1855, statement of American and foreign	16	....	307
Vessels which entered into and cleared from the United States for foreign countries during the year ending June 30, 1855, statement exhibiting the national character of the foreign	16	....	311
Vessels, with their tonnage and crews, which cleared from each district of the United States for foreign countries during the year ending June 30, 1855, statement of American and foreign	16	....	333
Vessels, with their tonnage and crews, which entered each district of the United States from foreign countries during the year ending June 30, 1855, statement of American and foreign	16	....	337
Vessels built, and the tonnage thereof, in the several States and Territories of the United States from 1815 to 1855, inclusive, statement showing the number and class of	16	....	371
Vessels built, and the tonnage thereof, in each State and Territory of the United States during the year ending June 30, 1855, statement showing the number and class of	16	....	359
Vessels during the year ending June 30, 1855, summary statement of goods, &c. imported into the United States in American and foreign	16	....	291
Veto of the bill (S. 14) to remove obstructions to navigation in the mouth of the Mississippi river, at the Southwest Pass and Pass à l'Outre, message from the President of the United States with his	13	70	1
Veto of the bill (S. 1) making an appropriation for deepening the channel over the St. Clair flats, in the State of Michigan, message from the President of the United States with his	13	71	1
Virginia land warrants, report of the Commissioner of the General Land Office in relation to the amount of scrip issued for the satisfaction of	13	75	1
W.			
War, showing the operations of the army, with reports of the heads of bureaus of the War Department, for the year 1855, and with a compendium of the same, report of the Secretary of. (*For papers accompanying the above see subjoined table of documents.*)	2	1	1
War, communicating information relative to fortifications for the defence of the harbors of Galveston, and other harbors on the coast of Texas, report of the Secretary of	6	5	1
War, communicating a statement of the contingent expenses of the military establishment during the year 1855, report of the Secretary of	6	6	1
War, showing the contracts made under the authority of the War Department during the year 1855, report of the Secretary of	6	7	1

Subject.	Vol.	No.	Page.
War, communicating a statement of expenditures from appropriations for contingent expenses of the War Department, its offices and bureaus, for the year ending June 30, 1855, report of the Secretary of.....	6	8	1
War, communicating a statement of the appropriations for the War Department for the fiscal year ending June 30, 1855, report of the Secretary of.....	6	9	1
War, communicating a statement of the expenditures at the national armories, and of the number of arms and appendages made thereat, during the year ending June 30, 1855, report of the Secretary of.....	6	10	1
War, relative to the necessary defences of the coast from Mobile to New Orleans, report of the Secretary of.....	6	12	1
War, communicating lists of clerks and others employed in that department, other than officers of the army, during the year 1855, report of the Secretary of.....	6	14	1
War, communicating an abstract of the returns of the militia of all the States and Territories, with their arms, accoutrements, and ammunition, report of the Secretary of.....	6	15	1
War, communicating copies of the correspondence between the War Department and J. F. Gilmer, relative to the expenditure of the appropriation for the improvement of the Savannah river, &c., report of the Secretary of.....	6	16	
War, communicating a letter from General Totten, of the engineer department, relative to the fortifications on the Pea Patch Island, report of the Secretary of.....	10	30	1
War, communicating information relative to the fortifications necessary for the proper defence of New York and Brooklyn, report of the Secretary of.....	10	36	1
War, communicating information relative to the appropriations for the improvement of the harbors of Manitowoc, Sheboygan, Racine, Milwaukie and Kenosha, in Wisconsin, report of the.....	10	40	1
War, communicating a statement of the number and compensation of messengers and employés other than clerks in the War Department, report of the Secretary of.....	10	42	1
War, communicating information relative to the falls of Red river, at or near Alexandria, report of the Secretary of.....	12	49	1
War, communicating information in relation to the bar in the Atchafalaya river, report of the Secretary of.....	12	50	1
War, communicating information respecting obstructions to the navigation of the Potomac river within the District of Columbia, and the expediency of measures for removing the same, report of the Secretary of....	12	52	1
War, respecting the steps taken relative to the erection of an armory in the District of Columbia, under the act of March 3, 1855, report of the Secretary of.....	12	56	1
War, communicating information relative to the sale of the military reservation in Iowa for Fort Crawford, report of the Secretary of.....	12	61	1
War, transmitting the final report of the board of officers relative to the funds, subsistence, and supplies furnished or taken for the use of Colonel Frémont's California battalion in 1846, report of the Secretary of.....	12	63	1
War, transmitting copies of all the letters of the governor of Washington Territory, addressed to him during the present year, and of all the correspondence relative to the Indian disturbances in the Territories of Washington and Oregon, report of the Secretary of.....	13	66	1
War, transmitting correspondence relative to the obstructions at the mouth of Bayou La Fourche, Louisiana, report of the Secretary of.....	13	67	1
War, transmitting a copy of the report of Lieutenant Colonel Graham, respecting the improvement of the navigation of the flats of St. Clair river, report of the Secretary of.....	13	73	1
War, transmitting copies of survey of Lieutenant Colonel Graham, of harbors, &c., in Wisconsin and Michigan, report of the Secretary of...	14	77	1
War, transmitting a report of Captain Wright, relative to the removal of the rocks in Hell Gate, East river, New York, and other aids to the navigation through that passage, report of the Secretary of.....	14	79	1
War, transmitting a copy of the correspondence respecting the massacre of Lieutenant Grattan and his command by the Indians, report of the Secretary of.....	14	91	1

Subject.	Vol.	No.	Page.
War, relative to the instructions sent to military officers in Kansas, report of the Secretary of	14	97	1
War, respecting the occupation of certain rooms in the north wing of the Capitol extension, report of the Secretary of	15	100	1
War, respecting the improvement of the roads connected with West Point, report of the Secretary of	15	102	1
War, communicating the report of Lieutenant Warren, of his exploration of the country between the Missouri and Platte rivers and the Rocky mountains, report of the	13	76	1
War, communicating a general map of Florida, illustrative of the recent surveys for a canal in that State, report of the Secretary of	14	89	1
War, communicating a statistical report on the sickness and mortality of the army of the United States, report of the Secretary of	14	96	1
Warren's exploration of the country between the Missouri and Platte rivers and the Rocky mountains, report of Lieutenant G. K	13	76	1
Washita rivers, report of an exploration by Captain Marcy of the sources of the Brazos and Big	12	60	1
Washington aqueduct during the year ending September 30, 1855, report of operations on the	2	1	266
Washington city, for the preservation of ordnance, arms, &c., report of the Colonel of Ordnance in relation to the site selected in	12	47	1
Washington city, near the Capitol, belonging to private individuals, statement by the Commissioner of Public Buildings of the price and value of certain lots in the city of	12	58	1
Washington Territory, and correspondence relative to the Indian disturbances in Washington and Oregon Territories, letters from the governor of	13	66	1
Washington city, and the selection of a site for an armory thereon, report in relation to the Mall in	14	88	1
Washington Territory, copies of papers relating to the proclamation of martial law in	14	98	1
Western river improvements, report of Colonel Long on the	2	1	287
West Point, report of the Secretary of War respecting the improvement of the roads connected with	15	102	1
Wright, relative to the removal of the rocks in Hell Gate, East river, report of Captain	14	79	1
Y.			
Yards and Docks, for the fiscal year ending June 30, 1856, and list of contracts for the year ending June 30, 1855, abstract of offers and list of contracts for furnishing articles under the cognizance of the Bureau of	10	21	1
Z.			
Zoll-Verein, Switzerland and Austria, included in importations from the Hanseatic Towns, Holland, Belgium, France, and England, during the year ending June 30, 1855, statement exhibiting the value of imports the produce and manufacture of the states forming the German	16	....	341
Zoll-Verein, Switzerland and Austria, during the year ending June 30, 1855, summary statement exhibiting the value of imports the produce and manufacture of the states forming the German	16	....	345

TABLE

OF

EXECUTIVE DOCUMENTS

PRINTED BY ORDER OF

THE SENATE OF THE UNITED STATES,

FIRST AND SECOND SESSIONS, THIRTY-FOURTH CONGRESS,

1855-'56.

Subject.	Vol.	No.	Page.
Messages from the President of the United States, viz:			
Annual, on the state of the Union, with accompanying documents, reports, &c.	1	1	1
Documents and reports accompanying the above:			
Correspondence between the Secretary of State and the government of Denmark relative to the abolition of the Sound dues	1	1	25
Correspondence between the Secretary of State and Mr. Buchanan, minister of the United States to Great Britain, relative to the interpretation of the Clayton-Bulwer treaty and the condition of affairs in Central America	1	1	42
Report of the Secretary of the Interior, showing the operations of the Interior Department during the year 1855	1	1	121
Report of the Secretary of War, showing the operations of the army and War Department during the year 1855	2	1	3
Report of the Secretary of the Navy, showing the operations of the navy and Navy Department during the year 1855	3	1	3
Report of the Postmaster General, showing the operations of his department during the year 1855	3	1	317
Transmitting a copy of a letter from Lord John Russel to the British minister, (Mr. Crampton,) dated January 19, 1853, in relation to Central America	6	3	1
Relative to the disturbances in Kansas	6	4	1
Transmitting the memorial of citizens of New Orleans, complaining of the irregularity of the mail service between Washington city and New Orleans, together with his note and a letter from the Postmaster General to the memorialists	6	11	1
Communicating correspondence between the President, Secretary of State, and Governors Reeder and Shannon, Mr. Woodson, J. H. Lane, C. Robinson, and Mr Calhoun, in relation to Kansas Territory, together with a copy of the laws of said Territory	10	23	1
Communicating a report of the Secretary of State, with correspondence and other papers relative to the republics of Nicaragua, Costa Rica, the Mosquito Indians, and the convention between the United States and Great Britain of April 19, 1850	10	25	1
Communicating correspondence relative to the Indian disturbances in California	10	26	1

Subject.	Vol.	No.	Page.
Communicating correspondence between the legation of the United States and the government of Chilé, relative to the abduction of seamen from the American whale ship Addison, at Valparaiso, and the imprisonment of William N. Stewart, an American citizen, by the authorities of that government	10	27	1
Communicating a report and correspondence relative to the regulations with China, in conformity with the 6th section of the act of August 11, 1848	10	32	1
Recommending a special appropriation of three millions of dollars for military purposes	10	34	1
Communicating correspondence with Great Britain relative to the enlistment of soldiers by the agents of that government within the territory of the United States	10	35	1
Communicating information relative to a proposition submitted to the United States government by that of Great Britain to refer the difference between the two governments in relation to the construction of the treaty of July 4, 1850, to arbitration	10	35	245
Communicating correspondence, and other information, relative to the transmission of the mails and munitions of war over the Illinois Central railroad	10	39	1
Communicating a report of the Secretary of the Interior, relative to the Indian disturbances in the Territories of Washington and Oregon	12	46	1
Communicating information relative to the site selected for the preservation of ordnance, arms, &c., in Washington city	12	47	1
Communicating correspondence, and other information, relative to the transmission of the mails and munitions of war over the Illinois Central railroad	12	48	1
Transmitting a report from the director of the United States mint, showing the operations of the mint and its branches, and the assay office, during the year 1855	12	51	[illegible]
In answer to a call for further documents relating to the Territory of Kansas	12	53	1
Communicating a report of the Secretary of War in relation to the steps taken relative to an armory in the District of Columbia	12	56	1
Communicating information relative to the Mexican boundary line and the payment of the three millions of dollars under the treaty with Mexico of June 30, 1853	12	57	1
Communicating a report of the Postmaster General, relative to the postal arrangements between the Atlantic and Pacific coasts	12	62	1
Communicating information relative to the construction of an armory in the District of Columbia	12	64	1
Transmitting correspondence and sundry documents relating to affairs with the government of Nicaragua, and informing the Senate that the new Nicaraguan minister had been accredited by the government of the United States	13	68	1
Transmitting a report of the Secretary of the Interior, with estimates of appropriations required in fulfillment of treaty stipulations with certain Indian tribes	13	69	1
Returning to the Senate the bill (S. 14) to remove obstructions to navigation in the mouth of the Mississippi river, at the Southwest Pass and Pass à l'Outre, with his objections thereto	13	70	1
Relative to the appropriation in the civil and diplomatic bill of March 3, 1855, for Richard W. Thompson, on account of alleged services to the Menomonee Indians	13	72	1
Returning, with his objections, the bill (S. 1) making an appropriation for deeping the channel over the St. Clair flats in the State of Michigan	13	71	1
Transmitting correspondence with the British government relative to the enlistment of soldiers, received since the message of February 27, last	13	74	1
Returning, with his objections, the bill (S. 2) making appropriations for deeping the channel over the flats of the St. Mary's river, in the State of Michigan	14	78	1
Informing Congress that he had ceased to hold diplomatic intercourse with the minister of her Majesty the Queen of Great Britain, near this government, with the reasons therefor and documents relating thereto	14	80	1
Transmitting correspondence not previously communicated, touching the construction and purport of the convention with Great Britain of April 19, 1850, relative to central America	14	82	1

Subject.	Vol.	No.	Page.
Transmitting copies of conditional contracts executed for two sites and buildings thereon, with plans and estimates for fitting up and furnishing them for the use of the United States courts of Maryland and the post office in Baltimore, under act of February 17, 1855	14	84	1
Transmitting instructions sent to Mr. Buchanan relative to free ships making free goods, and Mr. Buchanan's letter to Lord Clarendon relating thereto	14	85	1
Transmitting a report of the Secretary of War, relative to the Mall in the city of Washington, and the selection of a site for an armory thereon	14	88	1
Relative to the several amounts paid for printing or publishing to the different newspapers in the city of Washington, under Executive orders, since March 4, 1853	14	90	1
Communicating a copy of a letter from the United States Commissioner in China, and other papers, respecting the privileges to be exercised by the United States therein	14	92	1
Communicating a report of the proceedings of a council held at Fort Prairie, by General Harney, with a delegation from nine tribes of the Sioux Indians, and other papers, and a recommendation for an appropriation to carry into effect the stipulations there agreed upon	14	94	1
Communicating a report of the Postmaster General, relative to a building for the accommodation of the post office in the city of Philadelphia	14	95	1
Communicating information relative to the instructions sent to military officers in Kansas	14	97	1
Communicating a copy of papers relating to the proclamation of martial law in Washington Territory	14	98	1
Transmitting reports from the Secretaries of State and Navy, with correspondence in relation to the self-styled Vigilance Committee in California	15	101	1
Transmitting the proceedings of the commissioners for the adjustment of claims under the convention with Great Britain of February 8, 1853	15	103	1
Transmitting a report of the Secretary of State, and correspondence respecting the proceedings of the representatives of the European powers, at a congress held at Paris, relative to neutral rights	16	104	1
Relating to the refusal of the government of Honduras to receive a commercial agent from the United States	16	105	1
Communicating a report of the Secretary of the Treasury, with copies of letters and vouchers in support of claims presented by and allowed or disallowed to John C. Frémont, an officer of the government of the United States	16	109	1
Communicating a report, by Captain Marcy, of an exploration of the sources of the Brazos and Big Washita rivers	12	60	1
Communicating to the House of Representatives reports of the commercial statistics of different nations (in several volumes, quarto)	19	107	1
Communicating the report of the commissioner (Captain Emory) to run the boundary line between Mexico and the United States, with maps, &c., (in several volumes, quarto)	20	108	1
In relation to the condition of the United States army (second session Thirty-fourth Congress, at the end of volume 16.)	16	1	1
Transmitting statements in relation to the army appropriation, &c, (second session Thirty-fourth Congress, at the end of volume 16)	16	2	1
Reports, &c., from the Secretary of State, viz:			
Communicating correspondence with the government of Denmark in relation to the imposition by that government of "Sound dues"	1	1	25
Showing the disbursements for the service of the State Department, including foreign missions, from the contingent fund, &c	6	13	1
Communicating lists of the clerks and others employed in the State Department during the year 1855	6	17	1
Communicating a letter of March 7, 1805, from Mr. Skipwith, United States consul, &c., to Mr. Madison, Secretary of State, in relation to claims of American citizens for spoliations committed by the French prior to 1800	10	24	1
Communicating a statement of the number of persons and the amount of their salaries, respectively, who are employed in the Department of State other than clerks	10	33	1

Subject.	Vol.	No.	Page.
Communicating correspondence with the British minister, (Mr. Crampton,) and between the American minister at London and Lord Clarendon, principal Secretary of State of Great Britain, relative to the enlistment of soldiers by the agents of Great Britain within the United States	10	35	1
Communicating information relative to the printing for the State Department for the year 1855	10	37	1
Relating to the Mexican boundary line and the payment of three millions of dollars under the treaty with Mexico of June 30, 1853	12	57	1
In relation to the appropriation in the civil and diplomatic bill of March 3, 1855, for Richard W. Thompson	13	72	1
Communicating instructions sent to Mr Buchanan, minister to England, relative to free ships making free goods, and his letter to Lord Clarendon on that subject	14	85	1
Transmitting a copy of the journal of the proceedings of the commissioners at Paris under the convention of April 3, 1803	14	87	1
Communicating information relating to the transportation of laborers, whether termed slaves, coolies, or apprentices, from Asia or any of the Asiatic islands to English or Spanish colonies in America, or to the Chincha islands, and the manner of their treatment after their arrival, with statistics showing the sacrifice of human life resulting from said traffic	15	99	1
Communicating correspondence in relation to the proceedings and the alleged usurpation of power by the self-styled Vigilance Committee in California, and the application of the governor of said State to the federal authorities to maintain the laws and peace of that State against such usurped authority	15	101	1
Reports from the Secretary of the Interior, viz:			
Exhibiting the operations of the Interior Department during the year 1855	1	1	121
Papers accompanying the above:			
Report of the Commissioner of the General Land Office	1	1	140
Report of the Commissioner of Indian Affairs	1	1	321
Report of the Commissioner of Pensions	1	1	577
Report of the Commissioner of Public Buildings	1	1	595
Report of the warden of the penitentiary	1	1	613
Report of the superintendent of the government hospital for the insane	1	1	629
In relation to the Indian disturbances in the Territories of Washington and Oregon	12	46	1
Communicating a statement of balances of appropriations standing upon the books of the Second Comptroller July 1, 1854, amounts appropriated by Congress for 1855, and amounts drawn therefrom or carried to the surplus fund, from July 1, 1854, to June 30, 1855, and the balances remaining in the treasury at the last named date	12	54	1
Communicating information relative to the compensation to be given to registers and receivers for the receipt of warrants or scrip in lieu of money	12	55	1
Relative to the amount of scrip issued for the satisfaction of Virginia land warrants	13	75	1
Communicating information relative to the swamp land law	14	86	1
Respecting the site to be selected for a post office and court-house in the city of New York	16	106	1
Reports from the Secretary of the Treasury, viz:			
Communicating a copy of the report of the Coast Survey for the year 1855	17	22	1
Transmitting a report of the Second Auditor, with statement of accounts of persons charged with the disbursement or application of moneys, goods, or effects, for the benefit of the Indians, for the fiscal year ending June 30, 1855, together with lists of the names of all persons to whom goods, money or effects have been delivered within the same period, &c	6	19	1

INDEX.

Subject.	Vol.	No.
Communicating information relative to the number of messengers and employés in that department, other than clerks	10	38
Communicating information relative to the government stations and provisions made in cases of shipwreck on the coast of New Jersey, &c.	12	45
Communicating a statement of appropriations on the books of the Treasury Department for the year ending June 30, 1855	12	54
Communicating a statement of the Register of the Treasury, of the number, class, and grade of all the employés in the several collection districts, &c.	12	59
Communicating a statement of the Register of the Treasury, showing the amount of revenue collected in California since June 30, 1848, the value of foreign products imported therein and of gold dust, gold and silver bullion, and quicksilver exported during the same period	14	83
On the claims of William R. Glover and Thomas W. Mather, and their associates	14	93
Transmitting a report, from the Register of the Treasury, of the commerce and navigation of the United States for the year ending June 30, 1855.	16	....
Papers accompanying the above:		
No. 1. Statement of the goods, wares, and merchandise, of the growth, produce, and manufacture of the United States, exported to foreign countries during the year ending June 30, 1855	16	....
No 2. Summary statement of the value of the exports of the growth, produce, and manufacture of the United States, during the year ending June 30, 1855	16	....
No. 3. General statement of the goods, wares, and merchandise, of the growth, produce, and manufacture of foreign countries, exported from the United States during the year ending June 30, 1855	16	....
No 4. Summary statement of goods, wares, and merchandise, of the growth, produce, and manufacture of foreign countries, exported from the United States during the year ending June 30, 1855	16	....
No. 5. General statement of the goods, wares, and merchandise, of the growth, produce, and manufacture of foreign countries, imported into the United States during the year ending June 30, 1855	16	....
No. 6. Summary statement of the goods, wares, and merchandise imported into the United States in American and foreign vessels, during the year ending June 30, 1855	16	....
No. 7. Statement exhibiting the number of American and foreign vessels, with their tonnage and crews, which cleared from the United States for foreign countries during the year ending June 30, 1855	16	....
No. 8. Statement exhibiting the number of American and foreign vessels, with their tonnage and crews, which entered into the United States from foreign countries during the year ending June 30, 1855	16	....
No. 9. Statement exhibiting the national character of the foreign vessels which entered into, and cleared from, the United States for foreign countries during the year ending June 30, 1855	16	....
No. 10. Statistical view of the commerce of the United States, exhibiting the value of exports to, and imports from, each foreign country, and the tonnage of American and foreign vessels arriving and departing to each foreign country, during the year ending June 30, 1855	16	....
No. 11. Statement of the commerce of each State and Territory during the year ending June 30, 1855	16	....
No. 12. Statement exhibiting the number of American and foreign vessels, with their tonnage and crews, which cleared from each district of the United States for foreign countries during the year ending June 30, 1855	16	....

Subject.	Vol.	No.	Page.
Reports from Secretary of Treasury—papers accompanying—Continued.			
No. 13. Statement exhibiting the number of American and foreign vessels, with their tonnage and crews, which entered each district of the United States from foreign countries during the year ending June 30, 1855	16	....	337
No. 14. Statement exhibiting the value of imports the produce and manufacture of the States forming the German Zoll Verein, Switzerland, and Austria, included in importations from the Hanseatic Towns, Holland, Belgium, France, and England, during the year ending June 30, 1855	16	....	341
No. 15. Summary statement exhibiting the value of imports the produce and manufacture of the States forming the German Zoll Verein, Switzerland, and Austria, during the ending June 30, 1855	16	....	345
No. 16. Statement of the tonnage of the several districts of the United States, on the last day of June, 1855	16	....	347
No. 17. Statement exhibiting a condensed view of the tonnage of the several districts of the United States, on the last day of June, 1855	16	....	355
No. 18. Statement showing the number and class of vessels built, and the tonnage thereof, in each State and Territory of the United States, during the year ending June 30, 1855	16	....	359
No. 19. Comparative view of the registered and enrolled tonnage of the United States, showing the tonnage employed in the whale fishery; also the proportion of the enrolled and licensed tonnage employed in the coast trade, cod fishery, mackerel fishery, and whale fishery, from 1815 to 1855, inclusive	16	....	367
No. 21. Statement showing the number and class of vessels built, and the tonnage thereof, in the several States and Territories of the United States, from 1815 to 1855, inclusive	16	....	371
On the condition of the finances of the government for the year ending June 30, 1855	5	2	1
Reports and documents accompanying the above.			
No. 1. Statement of receipts and expenditures for the year ending June 30, 1855	5	2	30
No. 2. Statement of receipts and expenditures for the quarter ending September 30, 1855	5	2	34
No. 3. Statement exhibiting the amount of the public debt redeemed from July 1, 1854, to November 17, 1855, inclusive; the premium and interest paid on the same, and the amount outstanding at the latter date	5	2	35
No. 4. Statement exhibiting the amount due from the United States under treaties with various Indian tribes	5	2	36
No. 5. Statement exhibiting the stocks held in trust by the United States for the various Indian tribes, and for the Smithsonian Institution	5	2	45
No. 6. Statement exhibiting the balance of various trust funds held by the United States	5	2	49
No. 7. Statement exhibiting the gold and silver coinage of the United States, and the bank notes in circulation from 1790 to January, 1855	5	2	51
No. 8. Statement exhibiting the coinage of the United States Mint and branches, from their establishment to June 30, 1855	5	2	72
No. 9. Statement exhibiting the receipts of gold and silver at the Mint and branches, for the fiscal year ending June 30, 1855, and imports and exports of the precious metals for the same time	5	2	74
No. 10. Statement exhibiting our annual imports and exports, from December 31, 1789, to June 30, 1855	5	2	77
No. 11. Statement exhibiting the tonnage of the United States for the same period	5	2	78
No. 12. Statement exhibiting the receipts into the treasury from the customs, lands, loans, and otherwise, from March 4, 1789, to June 30, 1855	5	2	80

Subject.	Vol.	No.	Page.
Reports form Secretary of Treasury—papers accompanying—Continued.			
No. 13. Statement exhibiting the prices of flour in the cities of Boston, New York, Philadelphia, Baltimore, New Orleans, and St. Louis, from the most reliable sources, for the years stated in the table	5	2	84
Nos. 14 to 18, inclusive. Statements exhibiting the population of the several States and Territories, with certain statistical information, taken from the census of 1790, 1800, 1810, 1820, 1830, 1840, and 1850	5	2	89
No. 19. Statement recapitulating the previous statements and giving the population of the United States according to said census returns	5	2	97
No. 20. Statement exhibiting the population of each State and Territory, according to census of 1840, and the amount of the agricultural and manufacturing productions of each; to which is added a column exhibiting the amount said production would give to each person in said States and Territories, &c	5	2	98
No. 21. Statement making the same exhibits from the census returns of 1850	5	2	100
No. 22. Statement exhibiting the value of the United States manufactures exported from June 30, 1845, to June 30, 1855. Also the explanations of Messrs. Morgan & Shannon of the tables upon the several census returns	5	2	102
No. 23. Statement exhibiting the value of foreign merchandise annually imported, re-exported, and consumed, from 1821 to June 30, 1855	5	2	104
No. 24. Statement exhibiting the total value of imports, and imports consumed in the United States, exclusive of specie, during each fiscal year from 1821 to 1855; showing also the value of foreign and domestic exports, exclusive of specie, and the tonnage employed during the same periods.	5	2	105
No. 25. Statement exhibiting a summary view of the exportation of domestic produce from June 30, 1847, to June 30, 1855	5	2	106
No. 26. Statement exhibiting the value of certain articles: woollens, cottons, hempen goods, iron, manufactures of iron, sugar, hemp unmanufactured, salt, and coal, from June 30, 1844, to June 30, 1855, (after deducting the re-exportations,) and the amount of duty which accrued on each during the same periods respectively	5	2	107
No. 27. Statement exhibiting the value of foreign merchandise and domestic produce exported annually, from 1821 to June 30, 1855	5	2	109
No. 28. Statement exhibiting the quantity of wines, spirits, &c., imported annually, from 1843 to June 30, 1855	5	2	111
No. 29. Statement exhibiting the value of imports annually, from 1821 to June 30, 1855	5	2	113
No. 30. Statement exhibiting the value of dutiable merchandise re-exported annually from 1821 to June 30, 1855, and showing also the value re-exported from warehouses under the act of August 6, 1846	5	2	114
No. 31. Statement exhibiting the aggregate value of breadstuffs and provisions exported annually from 1821 to June 30, 1855.	5	2	115
No. 32. Statement exhibiting the quantity and value of cotton exported annually from 1821 to June 30, 1855, and the average price per pound	5	2	116
No. 33. Statement exhibiting the quantity and value of tobacco and rice exported annually from 1821 to June 30, 1855	5	2	117
No. 34. Statement exhibiting the value of iron and manufactures of iron, iron and steel, steel, wool and manufactures of wool, manufactures of cotton, silk and manufactures of silk, flax, linen and linen fabrics, hemp and manufactures of hemp, manilla, sun and other hemps of India, and silk and worsted goods, imported from, and exported to, foreign countries from 1840 to 1855; also showing the export of like articles the production of the United States	5	2	118

Subject.	Vol.	No.	Page.
Reports from Secretary of Treasury—papers accompanying—Continued			
No. 35. Statement exhibiting the value of iron, manufactures of iron, and iron and steel, steel, sugar, wines, and all fabrics of which wool, cotton, silk, flax, or hemp is a component part, imported annually from 1847 to June 30, 1855, with the duties which accrued thereon in each year respectively	5	2	132
No. 36. Statement of the amount of bonds cancelled, and duties refunded under the act of March 2, 1855, for carrying into effect the reciprocity treaty up to November 1, 1855	5	2	135
No. 37. Report of the First Comptroller on the operations of his office	5	2	138
No. 38. Report of the Second Comptroller on same	5	2	139
No. 39. Report of Commissioner of Customs on same	5	2	143
No. 40. Report of First Auditor on same	5	2	145
No. 41. Report of Second Auditor on same	5	2	147
No. 42. Report of Third Auditor on same	5	2	149
No. 43. Report of Fourth Auditor on same	5	2	159
No. 44. Report of Fifth Auditor on same	5	2	161
No. 45. Report of Auditor of the Treasury for the Post Office Department on the operations of his office	5	2	163
No. 46. Report of Solicitor of the Treasury on same	5	2	166
No 47. Report of Treasurer of the United States on same	5	2	172
No. 48. Report of Register of the Treasury on same	5	2	173
No. 49. A letter from the department to the President, and his order, placing the business of the Solicitor's office in connexion with the several executive departments	5	2	203
No. 50. Report on the condition of the vaults in the treasury depositories, and on the constitutional treasury system, by W. M. Gouge	5	2	207
No. 51. Statement exhibiting the deposite accounts of the various public officers and disbursing agents who have availed themselves of the right of making deposites of the money intrusted to them for disbursement, with the Treasurer, Assistant Treasurers, and public depositaries, during the past year	5	2	214
No. 52. Report of Capt in A. H. Bowman, engineer in charge of the "office of the Construction of Buildings under the Treasury Department," with statement exhibiting the custom-houses purchased, those constructed and in course of construction, under appropriations, with the number of hospitals constructed, in the course of construction, and appropriated for	5	2	316
No. 53. Report of W. M. Gouge on marine hospitals, with accompanying statement	5	2	244
No. 54. Report of the Light-house Board, with statement exhibiting the number of light-houses constructed, with the names of the several keepers	5	2	250
No. 55. Report of W. M. Gouge on steamboat act	5	2	423
No. 56. Set of circulars issued since date of last report	5	2	477
No. 57. Statement of Hon. Philip Allen on the production and manufacture of certain articles in the United States, &c.	5	2	659
No. 58. Statement exhibiting the goods in warehouse during the month of July, and also for the month of August, 1855, with the amount of duties accruing thereon	5	2	682
No. 59. Instructions to the accounting officers relative to the preparation of accounts for suit	5	2	683
Reports from the Secretary of War, viz:			
Showing the operations of the army and War Department during the year 1855	2	1	3
Papers accompanying the above.			
No. 1. Report from the Sioux expedition	2	1	49
No. 2. Reports from the department of Texas	2	1	52

Subject.	Vol.	No.	Page.
Report from Secretary of War—papers accompanying—Continued.			
No. 3. Reports from the department of New Mexico	2	1	56
No. 4. Reports from the department of the Pacific	2	1	73
No. 5. Reports on Pacific railroad explorations and surveys	2	1	90
No. 6. Reports of the board of commissioners of the Military Asylum	2	1	99
No. 7. Reports on the Capitol extension, reconstruction of the dome, and the Post Office extension	2	1	111
No. 8. Communication from the Commanding General, and statements from the Adjutant General of the army	2	1	123
No. 9. Report of the Quartermaster General of the army	2	1	145
No. 10. Report of the Commissary General of the army	2	1	169
No. 11. Report of the Paymaster General of the army	2	1	171
No. 12. Report of the Surgeon General of the army	2	1	174
No. 13. Report of the Chief Engineer of the army	2	1	190
No. 14. Report of the Colonel of Topographical Engineers of the army	2	1	272
No. 15. Report of the Chief of the Ordnance of the army	2	1	539
Communicating information relative to fortifications for the defence of the harbors of Galveston, and other harbors on the coast of Texas	6	5	1
Communicating a statement of the contingent expenses of the military establishment during the year 1811	6	6	1
Showing the contracts made under the authority of the War Department during the year 1855	6	7	1
Communicating a statement of expenditures from appropriations for contingent expenses of the War Department, its officers and bureaus, during the year ending June 30, 1855	6	8	1
Communicating a statement of the appropriations for the War Department for the fiscal year ending June 30, 1855	6	9	1
Communicating a statement of the expenditures at the national armories, and of the number of arms and appendages made thereat, during the year ending June 30, 1855	6	10	1
Relative to the necessary defences of the coast from Mobile to New Orleans	6	12	1
Communicating lists of clerks and others employed in that department, other than officers of the army during the year 1855	6	14	1
Communicating an abstract of the returns of the militia of all the States and Territories, with their arms, accoutrements, and ammunition	6	15	1
Communicating copies of correspondence between the War Department and J. F. Gilmer, relative to the expenditure of the appropriation for the improvement of the Savannah river, &c	6	16	1
Communicating a letter from General Totten, of the Engineer Department, relative to the fortifications on the Pea Patch Island	10	30	1
Communicating information relative to the fortifications necessary for the proper defence of New York and Brooklyn	10	36	1
Communicating information relative to the appropriations for the improvement of the harbors of Manitowoc, Sheboygan, Racine, Milwaukie, and Kenosha, in Wisconsin	10	40	1
Communicating a statement of the number and compensation of messengers and employés, other than clerks, in the War Department	10	42	1
Communicating information relative to the falls of Red river, at or near Alexandria	12	49	1
Communicating information in relation to the bar in the Atchafalaya river	12	50	1
Communicating information respecting obstructions to the navigation of the Potomac river, within the District of Columbia, and the expediency of measures for removing the same	12	52	1
Respecting the steps taken for the erection of an armory in the District of Columbia, under the act of March 3, 1855	12	56	1
Communicating information relative to the sale of the military reservation in Iowa for Fort Crawford	12	61	1
Transmitting the final report of the board of officers relative to the funds, subsistence and supplies furnished or taken for the use of Colonel Frémont's California battalion in 1846	12	63	1
Transmitting copies of all the letters of the governor of Washington Territory, addressed to him during the present year, and of all the correspondence relative to the Indian disturbances in the Territories of Washington and Oregon	13	66	1

Subject.	Vol.	No.	Page.
Transmitting correspondence relative to the obstructions at the mouth of Bayou La Fourche, in Louisiana	13	67	1
Transmitting a copy of the report of Lieutenant Colonel Graham, respecting the improvement of the navigation of the flats of St. Clair river	13	73	1
Transmitting copies of survey of Lieutenant Colonel Graham, of harbors, &c, in Wisconsin and Michigan	14	77	1
Transmitting a report of Captain Wright relative to the removal of the rocks in Hell Gate. East river, New York, and other aids to the navigation through that passage	14	79	1
Transmitting a copy of the correspondence respecting the massacre of Lieutenant Grattan and his command by the Indians	14	91	1
Relative to the instructions sent to military officers in Kansas	14	97	1
Respecting the occupation of certain rooms in the north wing of the Capitol extension	15	100	1
Respecting the improvement of the roads connected with West Point	15	102	1
Communicating a report of Lieutenant Warren's exploration of the country between the Missouri and Platte rivers and the Rocky mountains	13	76	1
Communicating a report, with a general map of Florida illustrative of the recent surveys for a canal in that State	14	89	1
Communicating a statistical report on the sickness and mortality of the army of the United States	14	96	1
Report from the Secretary of the Navy, viz:			
Showing the operations of the navy and Navy Department during the year 1855	3	1	1
Reports and papers accompanying the same.			
A.—List of deaths, resignations, and dismissions in the navy, since the last report	3	1	25
B.—Organization of, instructions to, correspondence with, and report of board convened under act of February 28, 1855, "to promote the efficiency of the navy"	3	1	31
C.—Instructions to, and report of, Lieutenant H. J. Hartstene, in command of expedition to arctic seas in search of Dr. E. K. Kane, United States navy, and his companions	3	1	44
D.—Report of Dr. E. K. Kane, in relation to results of second expedition in search of Sir John Franklin	3	1	52
E.—Report of annual board of examiners, in relation to organization and condition of Naval Academy at Annapolis, Md	3	1	68
F.—Report of commandant of midshipmen, in relation to the late cruise of the practice ship	3	1	73
G.—Report of superintendent of Nautical Almanac, in relation to its progress, &c	3	1	76
No. 1. Detailed estimates of the office of the Secretary of the Navy, including those of the superintendent of the Nautical Almanac	3	1	79
No. 2. Report of detailed estimates of the Bureau of Yards and Docks	3	1	84
No. 3. Report and detailed estimates of the Bureau of Ordnance and Hydrography, including those of Naval Observatory and Hydrographical Office and Naval Academy	3	1	110
No. 4. Report and detailed estimates of Bureau of Construction, Equipment, and Repair	3	1	130
No. 5. Report and detailed estimates of Bureau of Provisions and Clothing	3	1	253
No. 6. Report and detailed estimates of Bureau of Medicine and Surgery	3	1	278
No. 7. Report of the commandant of the marine corps, and detailed estimates from the paymaster and quartermaster of the corps	3	1	287
No. 8. General estimate of the office of the Secretary of the Navy and the several bureaus of the department	3	1	300
No. 9. General estimate of the southwest executive building	3	1	300

Subject.	Vol.	No.	Page.
Report from Secretary of Navy—papers accompanying—Continued.			
No. 10. Summary statement of the estimates for the navy, the marine corps, and special objects	3	1	301
No. 11. General estimate for the support of the navy	3	1	304
No. 12. General estimate for the support of the marine corps	3	1	305
No. 13. General estimate for special objects under the Navy Department	3	1	306
No. 14. Statement of the appropriations for the Navy Department, viz: balances of appropriations on the 1st of July, 1854; appropriations for the fiscal year 1854–'55; repayments and transfers in the same time; the amounts applicable to the service of the year 1854–'55; the amounts drawn by requisition from the treasury in the same period; and the balances on the 30th of June, 1855, with such sums specially designated as have been carried to the surplus fund	3	1	306
No. 15. Abstract of expenditures under the head of contingent expenses, as settled and allowed at the office of the Fourth Auditor of the Treasury, from July 1, 1854, to June 30, 1855, inclusive	3	1	311
Communicating an "abstract of offers" and list of contracts for furnishing articles under cognizance of the Bureau of Yards and Docks, for the year ending June 30, 1856, and a list of contracts for the year ending June 30, 1855	10	21	1
Communicating the report of the board of naval officers appointed under the act of February 28, 1855	10	28	1
Communicating correspondence with Captain Boarman relative to the inspection of the United States steamer San Jacinto	10	29	1
Communicating a statement of the number and compensation of the messengers and employés, other than clerks, in the Navy Department	10	43	1
Communicating copies of the charges, &c., preferred against Commander G J. Pendergrast and certain other naval officers, and the proceedings had thereupon	12	44	1
In relation to the proceedings of the self-styled Vigilance Committee of California, with dispatches received from Captain Farragut and Commander Boutwell, and their correspondence, and the instructions sent by the Navy Department to Commodore Mervine, or the senior naval officer on duty at San Francisco, in said State	15	101	13
Reports from the Postmaster General, viz:			
In relation to the memorial of citizens of New Orleans complaining of the irregularity of the mail service between Washington city and that place	6	11	1
Communicating information relative to the mail communication between New Orleans and Cairo	6	18	1
Communicating information relative to the frequent failures of the northern mail	10	31	1
Relative to the postal arrangements between the Atlantic and Pacific coasts.	12	62	1
Relative to a building for the accommodation of the post office in the city of Philadelphia	14	95	1
Showing the operations of the Post Office Department during the year 1855.	3	1	317
Papers accompanying the above.			
A.—Amount of postages, inland, sea, and foreign, on letters and other mailable matter received and sent by the United States steamship lines	3	1	337
B.—United States mail service abroad, as in operation on the 1st October, 1855	3	1	348
C.—Statement of the sums paid for the year ending June 30, 1855, on the New York and Liverpool, New York and Chagres, and the Astoria and Panama mail lines	3	1	350
D.—The United Kingdom of Great Britain and Ireland, and other European nations, in account with the United States for the year ending June 30, 1855	3	1	351

Subject.	Vol.	No.	Page.
Reports from Postmaster General—papers accompanying—Continued.			
E.—Postal convention between the United States and Bremen	3	1	369
F.—Postal convention between the United States and Prussia	3	1	371
G.—Report of W. H. Dundas, Second Assistant Postmaster General	3	1	373
H.—Report of the Auditor of the Post Office Department	3	1	420
Reports from the Attorney General, viz:			
Communicating information relative to the printing done under the direction of his bureau during the year 1855	10	41	1
Respecting the right of the general government to interfere to prevent the usurpation and alleged insurrection of the self-constituted Vigilance Committee in California	15	101	1
SUBORDINATE DEPARTMENTS.			
Report from the Commissioner of the General Land Office, viz:			
Of the operations of the General Land Office during the fiscal year ending June 30, 1855	1	1	140
Papers accompanying the above report:			
A.—Statement of public lands sold at regular and graduated rates, amounts received therefor, incidental expenses thereon, &c., in first half of fiscal year ending June 30, 1855	1	1	166
B.—Similar statement for last half of fiscal year as above	1	1	172
C.—Exhibit of public lands advertised in the year 1855, the quantities, the plats of survey of which have been returned to the General Land Office, the quantities prepared for market not yet advertised, and the probable quantities which will be prepared in 1856	1	1	178
D.—Synopsis of public lands advertised for sale since date of last report, showing the quantity under proclamation, exclusive of school lands	1	1	179
E.—Estimate of appropriations required for the General Land Office for the fiscal year ending June 30, 1857	1	1	180
F.—Estimate of appropriations required for the offices of the several surveyors general for the year ending as above	1	1	181
G.—Estimate of appropriations required for surveying the public lands in the several States and Territories	1	1	183
H.—Reports of the surveyors general	1	1	184
Lands, sales and other disposals of the public	1	1	142
Lands, under the several acts of 1847, 1850, 1852, and 1855, statement of the condition of the bounty	1	1	143
Lands selected under the acts of 1849 and 1850, statement of the quantity of swamp	1	1	144
Lands sold for cash in the first half of the fiscal year ending June 30, 1855, statement of the	1	1	166
Lands sold for cash in the second half of the fiscal year ending June 30, 1855, statement of the	1	1	172
Lands advertised for sale in the year 1855, and the probable quantities prepared during the year 1856, statement of the public	1	1	178
Lands advertised for sale since the last annual report of the Commissioner, synopsis of the public	1	1	179
Lands during the fiscal year ending June 30, 1857, estimate of appropriations for the survey of the public	1	1	183
Transmitting transcripts relating to the claims of John Rice Jones, late of Illinois Territory	14	81	1
In relation to the amount of scrip issued in satisfaction of Virginia land warrants	13	75	1

Subject.	Vol.	No.	Page.
Report from the Commissioner of Indian Affairs, viz:			
Showing the operations of the Indian department during the year 1855	1	1	321
Papers and documents accompanying the above.			
No. 1. Report of Marcus H. Johnson, agent for Indians in New York	1	1	346
No. 2. Report of Henry C. Gilbert, agent for Indians in Michigan	1	1	347
No. 3. Mission report of Peter Dougherty	1	1	354
No. 4. Mission report of Right Reverend Frederic Baraga to Commissioner of Indian Affairs	1	1	356
No. 5. Mission report of Right Reverend Frederic Baraga to Agent H. C. Gilbert	1	1	357
No. 6. Mission report of Rev. A. Bingham	1	1	358
No. 7. Mission report of Rev. George N. Smith	1	1	359
NORTHERN SUPERINTENDENCY.			
No. 8. Report of Superintendent Francis Huebschmann	1	1	360
No. 9. Report of Benjamin Hunkins, agent for the Indians in the vicinity of Green Bay	1	1	363
No. 10. School report of John Wiley	1	1	364
No. 11. School report of Rosalie Dousman	1	1	365
No. 12. School report of Jane Dousman	1	1	365
No. 13. Mission report of Rev. C. J. Lathrop	1	1	366
MINNESOTA SUPERINTENDENCY.			
No. 14. Report of Governor Willis A. Gorman, superintendent *ex officio*	1	1	368
No. 15. Report of David B. Herriman, agent for the Chippewas of the Mississippi	1	1	370
No. 16. Report of Jonathan E. Fletcher, agent for the Winnebagoes	1	1	376
No. 17. Report of R. G. Murphy, agent for the Sioux in Minnesota	1	1	378
No. 18. Mission report of Rev. S. R. Riggs	1	1	381
No. 19. Mission report of Rev. Thomas S. Williamson	1	1	383
No. 20. Farm report of P. Prescott	1	1	384
No. 21. Farm report of A. Robertson	1	1	386
No. 22. Report of A. W. Daniels, physician	1	1	388
CENTRAL SUPERINTENDENCY.			
No. 23. Report of Superintendent Alfred Cumming, by his clerk, John Haverty, esq	1	1	388
No. 24. Report of Alfred J. Vaughan, agent for the Indians within the Upper Missouri agency	1	1	391
Nos. 25, 26, 27, 28. Reports of Thomas S. Twiss, agent for the Indians of the Upper Platte	1	1	398
No. 29. Report of George Hepner, agent for the Omahas, Ottoes, and Missourias, and Pawnees	1	1	405
No. 30. Report of Daniel Vanderslice, agent for the Iowas and Sacs and Foxes of the Missouri	1	1	407
No. 31. School report of S. M. Irwin	1	1	408
No. 32. Farm report of Thomas J. Vanderslice	1	1	409
No. 33. Report of Royal Baldwin, agent for the Kickapoos	1	1	410
No. 34. Report of Benj. F. Robinson, agent for the Delawares	1	1	411
No. 35. Report of Robert C. Miller, agent for the Shawnees and Wyandots	1	1	413
No. 36. Letter of Commissioner of Indian Affairs to Superintendent Cumming	1	1	415
No. 37. School report of Thomas Johnson	1	1	415
No. 38. Report of George W. Clark, agent for the Pottawatomies	1	1	416
No. 39. Mission report of Rev. J. B. Duerinck	1	1	422
No. 40. Report of Burton A. James, agent for the Sacs and Foxes of the Mississippi	1	1	425

Subject.	Vol	No.	Page.
Report from Com'r Indian Affairs—papers and docs. accompanying—Cont'd.			
No. 41. Memorial of Agent James to the legislature of Kansas Territory	1	1	426
No. 42. Report of Maxwell McCaslin, agent for the Weas and Piankeshaws, Kaskaskias and Peorias, and Miamies	1	1	427
No. 43. School report of David Lykins	1	1	433
No 44. Report of John Montgomery, agent for the Kaws, otherwise called Kansas Indians	1	1	433
No. 45. Letter of Commissioner of Indian Affairs to Agent Montgomery	1	1	435
No. 46. Report of J. W. Whitfield, agent for the Indians of the Upper Arkansas	1	1	435
SOUTHERN SUPERINTENDENCY.			
No. 47. Report of Superintendent Charles W. Dean	1	1	439
No. 48. Report of George Butler, agent for the Cherokees	1	1	443
No. 49. Mission report of Rev. S. A. Worcester	1	1	447
No. 50. Mission report of Rev. D. B. Cumming	1	1	449
No. 51. Mission report of Rev. E. J. Mack	1	1	449
No. 52. School report of Edwin Archer	1	1	450
No. 53. School report of Pauline Avery	1	1	451
No. 54. School report of H. D. Reese	1	1	451
No. 55. School report of O. S. Woodford	1	1	452
No. 56. Report of William H. Garnett, agent for the Creeks	1	1	453
No. 57. Mission report of Rev Thomas W. Mitchell	1	1	458
No 58. Report of Professor Robert Graham	1	1	459
No. 59. School report of Daniel B. Aspberry	1	1	461
No 60. School report of James A. Patterson	1	1	462
No. 61. School report of Morris R. Mitchell	1	1	462
No. 62. School report of J. W. Trippe	1	1	462
No. 63. School report of Elizabeth Stidham	1	1	463
No. 64 School report of Samuel S. Hamilton	1	1	463
No. 65. School report of Thomas B. Ruble	1	1	464
No. 66. School report of E. H. Carruth	1	1	466
No. 67. School report of R. M. Loughridge	1	1	466
No. 68. School report of Mary J. Lewis	1	1	467
No. 69. School report of A. L. Hay	1	1	468
No. 70. School report of William H. Allen	1	1	469
No. 71. School report of Mary Brown	1	1	470
No. 72. School report of Thomas C. Carr	1	1	470
No. 73. Report of Douglas H. Cooper, agent for the Choctaws	1	1	471
No. 74. Mission report of Rev. Cyrus Byington	1	1	474
No. 75. Mission report of Rev. O. P. Stark	1	1	476
No. 76. Mission report of Rev. C. C. Copeland	1	1	477
No. 77. School report of Jason D. Chamberlain	1	1	479
No. 78. School report of C. Kingsbury	1	1	480
No. 79. School report of H. B. Wright	1	1	481
No. 80. School report of Edward Ellis	1	1	482
No. 81. School report of Alexander Reid	1	1	482
No. 82. School report of A. G. Moffat	1	1	484
No. 83. School report of W. L. McAlister	1	1	485
No. 84. School report of J. H. Carr	1	1	486
No. 85. School report of E. Couch	1	1	487
No. 86. School report of J. C. Robinson	1	1	488
No 87. Report of James W. Washburne, agent for the Seminoles	1	1	490
No. 88. School report of John Lilley	1	1	493
No. 89. Report of Andrew J. Dorn, agent for the Osages, Senecas, Quapaws, and Senecas and Shawnees	1	1	494
No. 90. School report of J. Schoenmakers	1	1	496
TEXAS INDIANS.			
No. 91. Report of Supervisory Agent Robert S. Neighbors	1	1	497
No. 92. Report of Agent G. W. Hill	1	1	502
No. 93. Report of Agent S. P. Ross	1	1	505

Subject.	Vol.	No.	Page.
Report from Com'r Indian Affairs—papers and docs. accompanying—Cont'd.			
NEW MEXICO INDIANS.			
No. 94. Report of Governor David Meriwether, superintendent *ex officio*	1	1	506
No. 95. Report of Agent Lorenzo Labadie	1	1	510
No. 96. Report of Agent Christopher Carson	1	1	511
INDIANS OF WASHINGTON AND OREGON TERRITORIES.			
No. 97. Report of Agent John Cain	1	1	512
No. 98. Letter of Superintendent Palmer, of Oregon, to Agent Cain	1	1	514
INDIANS OF THE TERRITORY OF UTAH.			
No. 99. Report of Governor Brigham Young, superintendent *ex officio*	1	1	515
No. 100. Report of Agent Garland Hurt	1	1	517
Nos. 101, 102. Reports of Agent George W. Armstrong	1	1	521, 524
MISCELLANEOUS DOCUMENTS.			
No. 103. Instructions from the Commissioner of Indian Affairs to Governor Meriwether, in regard to negotiations to be made with Indians in New Mexico	1	1	526
No. 104. Instructions from the Commissioner of Indian Affairs to to Superintendent Cumming, relative to preliminaries to be made for a council with the Blackfeet and neighboring tribes, and the delivery of annuity goods to Indians on the Missouri, parties to the treaty of Fort Laramie of 1851	1	1	529
No. 105. Instructions from the Commissioner of Indian Affairs to Commissioners Cumming, Stevens, and Palmer, appointed to treat with the Blackfeet and neighboring tribes	1	1	530
No. 106. Letter from the Commissioner of Indian Affairs to Superintendent Cumming, requiring him to instruct certain agents, therein named, to co-operate and act in concert with the officers in command of the military expedition against certain Indians of the plains	1	1	533
No. 107. Report of Commissioners Cumming and Stevens as to arrangements made for the council with the Blackfeet, &c.	1	1	536
No. 108. Report of Commissioner Stevens upon same subject	1	1	537
No. 109. Letter of Superintendent Huebschmann, transmitting copy of letter of R. W. Thompson to the Menomonee Indians, and memorial of the Menomonee chiefs revoking any paper signed in favor of said Thompson	1	1	538
No 110. Letter of Charles A. Grignon, making charges against Superintendent Huebschmann, and tendering his resignation as interpreter for the Menomonees	1	1	542
No. 111. Letter from the Commissioner of Indian Affairs accepting the resignation of Grignon	1	1	544
No. 112. Letter from the Commissioner of Indian Affairs to Superintendent Huebschmann, informing him of the charges made by Grignon, and calling for a reply	1	1	545
No. 113. Reply of Superintendent Huebschmann to the charges made by Grignon	1	1	545
No. 114. Letter from Superintendent Cumming's clerk, transmitting communication from Agent Clarke, and its enclosures, viz: Copy of two letters from George W. Ewing to Andrew Jackson, a Pottawatomie, and a communication from the Pottawatomie chiefs, headmen, and braves, in relation to the manner in which powers of attorney have been obtained from them by white men, and stating that by act of council a power granted some years since to the Messrs. Ewing was thereby annulled and revoked	1	1	547

Subject.	Vol.	No.	Page.
Report from Com'r Indian Affairs—papers and docs. accompanying—Cont'd.			
No. 115. Regulations and forms prescribed for obtaining bounty lands by Indians	1	1	553
No. 116. Regulation requiring of agents a schedule of articles to be delivered to Indian tribes under treaty stipulations	1	1	558
No. 117. Regulation requiring of agents, quarterly, estimates of money needed, and statements of unexpended balances in their hands	1	1	558
No. 118. Communication from the Commissioner of Indian Affairs to the Secretary of the Interior, detailing the sums expended by the government, certain missionary associations, and various Indian tribes, during the ten years ending January 1, 1855, for missionary, educational, and agricultural purposes	1	1	559
No. 119. Tabular statement of United States and State stocks, held in trust by the Secretary of the Interior for Indian tribes	1	1	562
No. 120. Statement exhibiting present liabilities of the United States to Indian tribes under the stipulations of treaties, &c.	1	1	566
No. 121. Statement designating the Indian tribes to whom per capita payments in money were made during the year 1854	1	1	574
No. 122. Statement of the tribes of Indians within the limits of the United States	1	1	575
Report from the Commissioner of Patents.			
Showing the transactions in the Patent Office in relation to inventions, &c., in arts and mechanics during the year 1855, (part 1)	7	20	1
Showing a continuation of the transactions of the Patent Office in the mechanical and artizan department, with illustrations, (part 2,) during the year 1855	8	20	1
Showing the agricultural statistics and improvements in the various departments of agriculture during the year 1855 (part 3)	9	20	1
Report from the Commissioner of Pensions, viz:			
Accompanying the annual message of the President, and showing the operations of the Pension office during the year 1855	1	1	577
Papers accompanying the above.			
A.—Tabular statement of the business in the principal divisions, under the act of March 3, 1855, showing the number of applications received, warrants issued, &c., to September 30, 1855	1	1	587
B.—Tabular statement showing the number of army pensioners, under the various acts, now on the rolls in the different States and Territories, with the amounts of their annual pensions	1	1	588
C.—Tabular statement showing the amounts paid, during the year ending June 30, 1855, to army pensioners, under the various acts, in the different States and Territories	1	1	589
D.—Tabular statement showing the number of navy pensioners now on the rolls in the different States and Territories, with the amounts of their annual pensions	1	1	590
E.—Tabular statement showing the amounts paid, during the year ending June 30, 1855, to navy pensioners in the different States and Territories	1	1	591
F.—Tabular statement of the balances of funds in the hands of the agents for paying army pensions in the different States and Territories, June 30, 1855	1	1	591
G.—Tabular statement of the balances of funds in the hands of agents for paying naval pensions in the different States and Territories, June 30, 1855	1	1	593
H.—Compendium	1	1	593

Subject.	Vol.	No.	Page.
Reports from the First Comptroller of the Treasury, viz:			
On the claims of William R. Glover and Thomas W. Mather and associates.	14	93	1
On the operations of his office during the year 1855	5	2	138
Report from the Second Comptroller of the Treasury, viz:			
On the operations of his office during the year 1855	5	2	139
Report from the Commissioner of Customs, viz:			
On the operations of his office during the year 1855	5	2	143
Report from the First Auditor of the Treasury, viz:			
On the operations of his office during the year 1855	5	2	145
Reports from the Second Auditor of the Treasury, viz:			
On the operations of his office during the year 1855	5	2	147
In relation to persons charged with disbursements of moneys, goods, &c., with lists of names of persons to whom goods, money, &c, have been delivered during the year ending June 30, 1855	6	19	1
Report from the Third Auditor of the Treasury, viz:			
On the operations of his office during the year 1855	5	2	149
Report from the Fourth Auditor of the Treasury, viz:			
On the operations of his office during the year 1855	5	2	159
Report from the Fifth Auditor of the Treasury, viz:			
On the operations of his office during the year 1855	5	2	161
Report from the Auditor of the Post Office Department, viz:			
On the operations of his office during the year 1855	5	2	163
Report from the Solicitor of the Treasury, viz:			
On the operations of his office during the year 1855	5	2	166
Reports from the Treasurer of the United States, viz:			
On the operations of his office during the year 1855	5	2	172
Communicating statements for the second, third, and fourth quarters of the year 1854, and the first and second quarters of the year 1855	12	65	1
Reports from the Register of the Treasury, viz:			
On the operations of his office during the year 1855	5	2	173
Statement of the number, class, and grade of all the employés in the several collection districts	12	59	1
Reports from the Commissioner of Public Buildings, viz:			
Accompanying the annual message of the President and showing the operations of his office during the year 1855	1	1	595
Communicating a statement of the price and value of certain lots in the neighborhood of the Capitol, belonging to private individuals	12	58	1
Report of the Warden of the Penitentiary, viz:			
On the condition, superintendence, &c., of the penitentiary during the year 1855	1	1	613

Subject.	Vol.	No.	Page.
Report of the Superintendent of the government Hospital for the Insane, viz:			
On the condition, superintendence, &c., of the hospital for the insane during the year 1855	1	1	629
Report from the Commissioners of the Military Asylum, accompanying the annual message of the President, and showing the proceedings of the Board during the year 1855	2	1	99
Report from the commission for the adjustment of claims under the convention with Great Britain of February 8, 1853	15	103	1
Report from the Bureau of Yards and Docks, viz:			
Furnishing information under the head of each navy yard as to the works which have been completed during the past year, those now in progress, such others as are contemplated for the next fiscal year, and as regards the estimates, also submitted in detail for the year ending June 30, 1857	3	1	84
Papers accompanying the above.			
A.—General estimate from yards and docks	3	1	94
No. 1. Estimate for the support of the bureau	3	1	95
No. 2. Estimate for recruiting stations	3	1	96
No. 3. Estimate for officers and others at yards and stations	3	1	97
No. 4. Statement showing the sums which make up the first and second items	3	1	105
No. 5. Estimate for improvements and repairs at yards and stations	3	1	106
No. 6. Estimate for improvements and repairs at hospitals and asylum	3	1	108
No. 7. Estimate for improvements and repairs of magazines	3	1	109
Report of the Bureau of Ordnance and Hydrography, viz:			
Of the operations of the Ordnance department, including the National Observatory and Hydrographical Office, during the year 1855, with estimates, &c	3	1	110
Papers accompanying the above.			
A.—Pay and contingent expenses of the bureau	3	1	113
B.—Pay of officers on ordnance duty	3	1	113
C.—Ordnance and ordnance stores	3	1	114
F.—Purchase of articles, and incidental expenses connected with the Naval Observatory and Hydrographical Office	3	1	119
G.—Pay of superintendent and officers on duty at the Naval Observatory and Hydrographical Office	3	1	122
H.—Erection, repair, &c., of buildings, and for contingent expenses at the Naval Academy	3	1	123
I.—Pay of officers, &c., at the Naval Academy	3	1	126
D.—Statement of value of stores on hand, and value received and expended from July 1, 1854, to June 30, 1855	3	1	115
E.—Statement of amount and cost of labor from July 1, 1854, to June 30, 1855	3	1	115
J.—Statement of contracts for year ending June 30, 1855	3	1	129
Report from the Bureau of Construction, Equipment, and Repair, viz:			
Of the operations of the bureau in relation to the construction, equipment, and repair of vessels of the navy, &c., during the year 1855, with estimates	3	1	130
Papers accompanying the above.			
A.—Estimate of the amount required for the expenditures of the Bureau of Construction, Equipment, and Repair for the fiscal year ending June 30, 1857	1	1	132

Subject.	Vol.	No.	Page.
Report from Bureau of Construction, &c.—papers accompanying—Cont'd.			
B.—Estimate for pay of commission, warrant, and petty officers and seamen, including the engineer corps of the navy, required for vessels proposed to be kept in commission, including receiving vessels, for the fiscal year ending June 30, 1857.....	3	1	132
C.—Estimate of the amount required for objects under the direction of this bureau payable from the appropriation for increase, repairs, &c., exclusive of armament, for wear and tear of vessels in commission, including fuel for steamers and the purchase of hemp for the navy for the year ending June 30, 1857.	3	1	133
D.—Estimate of the amount required for the expenditures under the head of "enumerated contingent" for the fiscal year ending June 30, 1857.....	3	1	133
E.—Vessels in commission belonging to the navy on the 1st October, 1855.....	3	1	134
F.—Vessels in ordinary, repairing and equipping, &c.....	3	1	136
G.—Vessels on the stocks and in progress of construction October 1, 1855.....	3	1	136
H.—Abstract statement showing receipts and expenditures during the fiscal year ending June 30, 1855, and value of all the stores on hand at the various navy yards on the 1st July, 1855.	3	1	137
I.—Statement of the number of days' labor and its cost from July 1, 1854, to June 30, 1855, for the respective navy yards for building, repairing, and equipping vessels of the navy, or in receiving or securing stores and materials for those purposes..	3	1	137
1.—Scale of offers to furnish naval supplies at the navy yard, Kittery, Maine.....	3	1	140
2.—Scale of offers to furnish naval supplies at the navy yard at Charlestown, Massachusetts.....	3	1	148
3.—Scale of offers to furnish naval supplies at the navy yard at Brooklyn, New York.....	3	1	156
4.—Scale of offers to furnish naval supplies at the navy yard at Philadelphia, Pennsylvania.....	3	1	164
5.—Scale of offers to furnish naval supplies at the navy yard at Washington, District of Columbia.....	3	1	170
6.—Scale of offers to furnish naval supplies at the navy yard at Norfolk, Virginia.....	3	1	178
7.—Scale of offers to furnish naval supplies at the navy yard at Pensacola, Florida.....	3	1	184
List of the contracts made and received by the Bureau of Construction, Equipment, and Repair from October 1, 1854, to October 16, 1855	3	1	185
Report from the Bureau of Medicine and Surgery, viz:			
Of the operations of the bureau during the year 1855, with abstract, estimates, &c.....	3	1	278
Papers accompanying the above.			
A.—Estimate of the amount required for the support of the Bureau of Medicine and Surgery for the year ending June 30, 1857..	3	1	284
B.—Estimate of the amount required for the support of the medical department of vessels in commission, navy yards, naval stations, marine corps, and coast survey, for the year ending June 30, 1857.....	3	1	285
Report from the Bureau of Provisions and Clothing, viz:			
Of the operations of the bureau during the year 1855, with abstract, estimates, &c.....	3	1	
Papers accompanying the above.			
A.—Estimate of the expenses of the bureau for the fiscal year.....	3	1	
B.—Estimate for provisions for the navy for the fiscal year.....	3	1	

Subject.	Vol.	No.	Page.
Report from Bureau of Clothing, &c.—papers accompanying—Continued.			
C.—Estimate for contingent for the navy for the fiscal year	3	1	260
D.—Statement showing the value of provisions, clothing, and small-stores on hand	3	1	260
E.—Statement showing the value of shipments made by the bureau to foreign stations	3	1	261
F.—Statement showing the cost of provisions, clothing, and small-stores condemned	3	1	262
G.—Abstract of proposals received for navy supplies	3	1	263
H.—Abstract of proposals received for clothing and materials	3	1	267
I.—Abstract of proposals received for small-stores	3	1	269
K.—Abstract of proposals received for salt-water soap and candles	3	1	270
L.—Abstract of proposals received for beef and pork	3	1	271
M.—Abstract of proposals received for fresh beef and vegetables	3	1	272
N.—Abstract of proposals received for transportation of stores	3	1	273
O.—Statement of contracts made by the bureau during the year	3	1	274

34TH CONGRESS, 1st Session. } SENATE. { EX. DOC. No. 66.

REPORT

OF

THE SECRETARY OF WAR,

IN COMPLIANCE WITH

A resolution of the Senate of the 21st ultimo, calling for copies of all the letters of the governor of Washington Territory, addressed to him during the present year; and copies of all the correspondence relative to the Indian disturbances in the Territories of Washington and Oregon.

MAY 12, 1856.—Read, referred to the Committee on Military Affairs, and ordered to be printed.

WAR DEPARTMENT,
Washington, May 9, 1856.

SIR: In compliance with a resolution of the Senate of the 21st ultimo, instructing the Secretary of War "to transmit to the Senate copies of all letters addressed to him during the present year by the governor of Washington Territory, respecting the existing difficulties with the Indians in that Territory; and also all correspondence relating to Indian difficulties in the Territories of Washington and Oregon not hitherto communicated," I have the honor to transmit herewith copies of communications from the governors of Oregon and Washington Territories, and from Brevet Major General Wool, commanding the Pacific division.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. J. D. BRIGHT,
President of the Senate.

The Governor of Oregon to the President of the United States.

TERRITORY OF OREGON,
Portland, February 5, 1856.

SIR: Herewith I have the honor to transmit a certified copy of a memorial adopted by the legislative assembly of this Territory at the late regular session of that body.

I am, very respectfully, your obedient servant,

GEO. L. CURRY,
Governor of Oregon.

To the PRESIDENT OF THE UNITED STATES.

To his Excellency the President of the United States.

Your memorialists, the legislative assembly of this Territory, respectfully represent that early in October last the people of Oregon and Washington Territories were startled by a general outbreak among nearly all the Indian tribes in the western and middle portions of those Territories. These hostilities, unprovoked on the part of the whites, were characterized by the usual modes of Indian warfare, and indiscriminate slaughter of all our citizens who fell into their hands, without regard to age, sex, or condition, and by the pillaging and burning of dwellings, and the destruction of property.

The people in the most defenceless parts of the country, alarmed by the dangers to which they were exposed, called upon the governor of this Territory for that protection which they had a right to ask.

We are happy to say that this cry for relief was not unheeded by the governor, and that our citizens, with a promptness and a zeal which a sense of danger alone could call forth, volunteered to go out in defence of their country, leaving their homes and the various avocations in which they were engaged. They have nobly discharged their duties, under many adverse and trying circumstances, and are still in the heart of the enemy's country, combating the Indians, or holding possession of the country which they have conquered.

In this distressing state of affairs, and while the Oregon volunteers were surrounded by hostile Indians, it was with no little satisfaction that your memorialists, as well as the people of Oregon, hailed the arrival in this Territory of Major General John E. Wool, of the United States army. His past services had led us to hope that he would at once have sent the forces under his command to the assistance and relief of our volunteers, who were desirous of returning to their homes. It is with regret we confess that, in this respect, our hopes have been disappointed. It is with regret that we are compelled to say that General Wool has hitherto remained inactive, and has refused to send the United States troops to the relief of the volunteers, or to supply them with arms and ammunition in their time of need; that he has gone into winter quarters and left our settlements exposed to the ravages of our enemies; that he has removed the greater portion of his troops from the Indian Territory to Vancouver, a military point remote from the scenes of war, and that too, while our volunteers were threatened by an overwhelming force of Indians; that he refused to go to the relief of a number of our citizens who had settled in the Walla-Walla valley, and who had fled from their homes for safety, and that he refused to send any of the forces under his command to protect the people of southern Oregon, whose lives and property were almost daily being destroyed or endangered by the Indians.

Your memorialists would have borne all these grievances in silence, and left these public acts and omissions of General Wool to the just judgment of the people of Oregon and Washington Territories, and to the approval or disapproval of the proper officers of the United States government; but so it is, that General Wool, not content with the inactive and inefficient course which he has hitherto thought proper to

pursue in this war, has departed from his inactive policy only to censure the governor and people of this Territory for their commendable zeal in defending their country, and to thwart all their efforts to procure supplies and the means of subsistence for the Oregon volunteers now in the field. Instead of offering aid and encouragement to our people, he has shown a disgraceful activity in his endeavors to persuade our merchants and those of California not to furnish ammunition and supplies for our volunteers in this trying time of their need. Instead of attending to the duties of his high office, he has become an intermeddler between the people of Oregon and the government of the United States, and publicly declared that his influence will be exerted to prevent the payment, by the United States, of the just claims incurred in prosecution of this war.

Therefore, inasmuch as your memorialists, as well as the people of Oregon, have lost all confidence in the willingness of General Wool to assist and defend them in their present Indian difficulties, they most respectfully ask that he may be recalled from the command of the military department of the Pacific, and your memorialists will ever pray.

Passed the Council, January 30, 1856.

Passed the House, January 30, 1856.

DELAZON SMITH,
Speaker of House of Representatives.
A. T. DENNISON,
President of the Council.

TERRITORY OF OREGON, *ss:*

I, B. F. Harding, secretary of the Territory of Oregon, do hereby certify that the foregoing is a true and perfect copy of the original, now on file in my office.

In testimony whereof, I have hereunto signed my name and affixed the seal of the Territory this 31st day of January, A. D. 1856. [L. S.]

B. F. HARDING,
Secretary of the Territory of Oregon.

The Governor of Washington to the Secretary of War.

EXECUTIVE OFFICE, OLYMPIA, WASHINGTON TERRITORY,
February 19, 1856.

SIR: Having been constantly and closely occupied since my return from the Blackfeet council, I avail myself of this my first opportunity to inform the department fully of the condition of the Territory in the existing Indian war. And in order to arrive at a full understanding of the state of affairs, it is deemed necessary to state the facts connected with my return from the Missouri, where a treaty of peace and friendship had been concluded with the Blackfeet and other tribes of Indians.

On the 29th day of October, when two days march from Fort Benton on my return to this place, W. H. Pearson reached my camp with an express from Acting Governor Mason, bringing the startling intelligence that the Yakima Indians, with whom I had concluded a treaty in June last, had murdered a number of whites in their country, their agent, A. J. Bolan, and had finally broken out into open war; had defeated a detachment of United States troops, under Major Haller, and had declared their determination to exterminate all the whites in the country.

It was supposed that the Cayuses, Walla-Wallas, and Umatillas, would join, and that the Spokanes and Cœur d'Alênes were disposed to hostilities.

At this time my party of twenty-five men were in this condition: Our animals were poor and jaded from the constant express service in which they had been employed in the operations preliminary to the Blackfeet council, for our expresses had ranged from the Saskatchawan on the north to the Yellow Stone on the south. They possessed but few arms and little ammunition, as we had in coming up found no use for them, passing through the territory of friendly Indians.

Under these circumstances I halted the train, dispatched my secretary, Mr. Doty, to Forts Benton and Campbell to procure arms, ammunition, and fresh animals; and, on October 31, I pushed forward to the Bitter Root valley, to make arrangements for fresh animals and supplies, instructing Mr. Doty to come on as rapidly as the condition of the train would permit.

I reached the valley November 4, making the distance of 230 miles in four and a half days.

The train left the Missouri November 4, and reached Hell Gate, in the Bitter Root valley, where I had established my camp, in eight days, a distance of 200 miles.

I had overtaken, before reaching the valley, the delegation of Nez Percés chiefs, who had attended the Blackfeet council. A conference was held with them at Hell Gate.

They had already heard, through Indian rumors, of the war below. I stated to them fully the state of affairs, and requested that certain of their number would accompany me, it being my determination to push forward by way of the Cœur d'Alênes pass, although it was declared to be impracticable on account of snow.

The result of our conference was most satisfactory. The whole party, numbering fourteen men, among whom were Spotted Eagle, Looking Glass, and Three Feathers, principal chiefs among the Nez Percés, expressed their determination to accompany us, and share any dangers to be encountered.

They expressed a desire that, after crossing the mountains, I should go to their country, whence a large force of their young men would accompany me to the Dalles, and protect us witn their lives against any enemy.

Having replenished my train with all the animals to be had, on November 14th we pushed forward, crossed the Bitter Root mountains the 20th, in snow two and a half to three feet deep, and reached the Cœur d'Alêne Mission the 25th, taking the Cœur d'Alênes entirely by

surprise. They had not thought it possible we would cross the mountains so late in the season. With the Cœur d'Alênes I had a council, and found them much excited; on a balance for peace or for war, and a chance word might turn them either way.

Rumors of all kinds met us here; that the troops had fought a battle with the Yakimas, and had driven them across the Columbia towards the Spokane, and that the Walla-Wallas, Cayuses, and Umatillas, were in arms, and that they had been joined by a portion of the Nez Percés.

The accounts were of so contradictory a nature that nothing certain could be ascertained from them, excepting the evident fact that several of the tribes below were in arms, blocking up our road, and had threatened to cut off my party in any event. However, I determined to push forward, having first dispatched Mr. Craig, my Nez Percés interpreter, with all but four of the Nez Percés, who remained to accompany me, to the Nez Percés country, with instructions to collect the Nez Percés, tell them I was coming, and wished a strong party to accompany me to the Dalles; and having done this, to dispatch an express to me, at the Spokane, on the 27th November; accompanied by the four Nez Percés, we made a forced march to the Spokane, reaching it the next day.

The Spokanes were even more surprised than the Cœur d'Alênes at seeing us. Three hours before my arrival, they heard I was going to the settlements by way of New York. I immediately called a council, sent to Fort Colville for Mr. McDonald, in charge of that post of the Hudson's Bay Company, and also for the Jesuit Fathers at that point.

They arrived. A council was held, at which the whole Spokane nation was represented. The Cœur d'Alênes and Colvilles also were present.

The Spokanes and Colvilles evinced extreme hostility of feeling, spoke of the war below, wanted it stopped; said the whites were wrong. The belief was current that Pee-u-pee-mox-mox would cut off my party, as he had repeatedly threatened. They had not joined in the war, but yet would make no promises to remain neutral. If the Indians now at war were driven into their country, they would not answer for the consequences; probably many of the Spokanes would join them.

After a stormy council of several days, the Spokanes, Cœur d'Alênes, and Colvilles were entirely conciliated, and promised that they would reject all the overtures of the hostile Indians, and continue the firm friends of the whites.

Having added to my party twenty men on their way from Colville to the Dalles, who had delayed some weeks at this point through fear of the hostile Indians below, I organized my party as volunteers of the Territory, and mustered them into the service.

I then made a forced march to the Nez Percés country, striking the Clear Water at Lapevai. Here we found assembled the whole Nez Percés nation, excepting those in the buffalo country.

Mr. Craig had received letters which informed me that the whole Walla-Walla valley was blocked up with hostile Indians, and the Nez Percés said it was impossible to go through.

I called a council, and proposed to them that 150 of their young men should accompany me to the Dalles.

Without hesitation they agreed to go. Whilst in council, making the arrangements for our movement, news came that a force of gallant Oregon volunteers, four hundred strong, had met the Indians in the Walla-Walla valley, and after four days hard fighting, having a number of officers and men killed and wounded, had completely routed the enemy, driving them across Snake river, and towards the Nez Percés country.

The next day I pushed forward, accompanied by 69 Nez Percés well armed, and reached Walla-Walla without encountering any hostile Indians. They had all been driven across Snake river below us, by the Oregon troops.

It is now proper to inquire what would have been the condition of my party had not the Oregon troops pushed vigorously into the field, and gallantly defeated the enemy.

The country between the Blue mountains and the Columbia was overrun with Indians, numbering 1,000 to 1,200 warriors, including the force at Priest's rapids, under Kam-ai-a-kun, who had sworn to cut us off—it was completely blocked up.

One effect of the campaign of the regulars and volunteers in the Yakima country, under Brigadier General Raines, was to drive Kam-ai-a-kun and his people upon our side of the Columbia river, and thus endangering our movement from the Spokane to the Nez Percés country.

Thus we had been hemmed in by a body of hostile Indians, through whom we could only have forced our way with extreme difficulty, and at great loss of life. We might all have been sacrificed in the attempt. For the opening the way to my party I am solely indebted to the Oregon volunteers.

Pee-u-pee-mox-mox, the celebrated Walla-Walla chief, entertains an extreme hostility toward myself and party, owing to imaginary wrongs he supposed had been inflicted upon him in the treaty concluded with the Cayuses and Walla-Wallas last June, and had been known to threaten repeatedly that I should never reach the Dalles. He was the first to commence hostilities, by plundering Fort Walla-Walla, and destroying a large amount of property belonging to the United States Indian Department.

This chief was taken prisoner by the Oregon volunteers, while endeavoring to lead them into an ambush. During the heat of the first day's battle, he and four other prisoners attempted to escape by ferociously attacking the guard, and were at once shot down.

At Walla-Walla I found some twenty-five settlers, the remainder having fled to the Dalles for protection. With these were 100 friendly Indians.

Special Indian agent, B. F. Shaw, colonel in the Washington Territory militia, was on the ground, and I at once organized the district, placed him in command, and directed him, if necessary, to fortify, but at all events to maintain his ground, should the Oregon troops be disbanded before another force could take the field.

The Nez Percés auxiliaries were disbanded and returned home.

Thus we had reached a place of safety, unaided, excepting by the fortunate movements of the Oregon troops. Not a single man had been pushed forward to meet us, although it was well known we should cross the mountains about a certain time, and arrive at Walla-Walla about the time we did.

Why was this? Arrangements had been made with Major Raines, by acting Governor Mason, to push forward a force under Colonel Shaw, to meet me at the Spokane about the time of my arrival there. A company had been enlisted, organized, and marched to Fort Vancouver, to obtain equipments, rations and transportation, which Major Raines had promised both Governor Mason and Col. Shaw should be promptly furnished them. Some little delay ensued, and in the meantime Major General Wool arrived, who immediately declined equipping the company, as promised by Major Raines, and stated that he could not in any manner recognize volunteers, or furnish them equipments or transportation, and declining to supply their place with regular troops, when at Vancouver alone were some 350 men.

When remonstrated with by Captain William M'Kay, in command of the company raised to push forward to my assistance, when informed of the object for which this company was enlisted, and that if it was not pushed forward at once, or if some other force were not sent, Governor Stevens and his party would be in the most imminent danger, the general replied that in his opinion the danger was greatly exaggerated; that probably Governor Stevens would be able to protect himself, but that if he could not, then Governor Stevens could obtain an escort from General Harney.

What a reply was this? A moiety of the Indians now in arms had defeated a detachment of 100 United States regulars.

Major Raines had placed on record his opinion, that an insufficient force would be defeated by these Indians, and my party was supposed to number no more than 25 men. Yet Major General Wool very coolly says, Governor Stevens can take care of himself. So, too, in the remark, that I could obtain aid from General Harney. Did General Wool know that the distance from Fort Benton to the supposed position of General Harney was greater than the distance from Fort Benton to the Dalles, and that to obtain aid from him would require not less than six months? and that an express to reach him must pass through the entire breadth of the Sioux country? Such ignorance shows great incapacity, and is inexcusable.

Mr. Secretary, Major General Wool, commanding the Pacific division, neglected and refused to send a force to the relief of myself and party, when known to be in imminent danger, and believed, by those who are best capable of judging, to be coming on to certain death; and this, when he had at his command an efficient force of regular troops.

He has refused to sanction the agreement made between Governor Mason and Major Raines for troops to be sent to my assistance, and ordered them to be disbanded. It was reserved for the Oregon volunteers to rescue us.

There has been a breach of faith somewhere. I ask for an investigation into the whole matter.

The only demonstration made by Major Raines resulted in showing

his utter incapacity to command in the field. As has been heretofore said his expedition against the Yakimas effected nothing but driving the Indians into the very country through which I must pass to reach the settlements. I have, therefore, to prefer charges against General Wool. I accuse him of utter and signal incapacity, of criminal neglect of my safety. I ask for an investigation into his conduct and for his removal from command.

After making my arrangements in the Walla-Walla valley, I pushed to Vancouver, coming down the trail, the river being still closed, conferred with Major Raines, and then hastened to Olympia as rapidly as possible, reaching my home on the 19th January. The legislature was still in session. The greatest alarm prevailed throughout the sound. The people were living in block houses. The enemy had gained the advantage, and our regulars and volunteers had retired before them. Reinforcements were coming from the other side of the mountains to the hostile Indians. In obedience to my own convictions of duty, and in response to the sentiments of this entire community, I issued my proclamation calling for six companies of volunteers for the defence of the sound, appointed recruiting officers for the raising of three companies on the Columbia river, to operate east of the Cascades, and after remaining in my office but two days, went down the Sound to visit the friendly Indians, confer with the inhabitants, and make the necessary arrangements for the troops to take the field.

Since my arrival on the Sound, Seattle has been attacked and everything outside of its line of defences burned, except a small place named Alki, on the same bay with Seattle. The whole county of King has been devastated. Rumors of all our places being attacked have reached us daily. The northern Indians have commenced making depredations. They are now meditating to send sixteen war canoes against us. These canoes carry seventy-five men each, and can be urged with great velocity through stormy seas. To meet which danger I have requested Captain Gansevoort, now commanding the naval forces in the Sound, to keep the steamer Active cruising between Fort Townsend, Bellingham bay, and Seattle, and I have advised Governor Douglas, of Vancouver's island, of the fact, and requested him to keep one of the Hudson's bay steamers cruising in the waters of his jurisdiction, and to keep me advised of the movements of the Indians alleged to be hostile.

I have also raised a force of friendly Indians to operate against the hostiles from the line of the Snow-hou-mish. They are already in the field, are supported by all the available strength of the northern battalion of the Washington Territory volunteers, and have struck two decisive blows. The central battalion have moved from this quarter, and are now establishing a depot at Montgomery's. They will on Friday or Saturday move on the Puyallup, and will also be reinforced by friendly Indians.

The most cordial relations exist between myself and Lieutenant Colonel Casey, commanding the Puget Sound district, who appreciates fully the imminence of our danger, and who urges me to push into the field all the volunteers in my power. We shall act in concert throughout.

Since my arrival at the Sound I have revisited the Columbia river, and conferred with Colonel Wright, 9th infantry, in command of the Columbia river district. By letter I have urged both Colonel Wright and Major Rains, previously in command of the district, to dispatch troops to the interior. They are not permitted to do so by the stringent orders of General Wool, and, knowing the necessity of prompt action, I have had no alternative but to call out volunteers.

In Colonel Wright I have entire confidence, and if he was allowed to act according to his own judgment there would be nothing to apprehend. But it seems to be the determination of General Wool to play the part of the dog in the manger, neither to act himself nor to let others act.

As commander-in-chief of the militia of Washington, and in view of my oath of office, I have taken the responsibility to act. Every energy will be devoted to the work. The Indians now hostile on this side of the mountains will soon, I trust, be struck, and peace be restored to our distracted Sound.

For my full views in reference to operations east of the Cascades, I enclose a copy of a memoir which I have addressed to General Wool, with an extract of a letter to Colonel Wright, modifying my views in certain particulars, in consequence of the lateness of the season and the condition of affairs on the Sound.

I also send a copy of my message to the legislature, and of the message of Governor Mason, when that legislature first assembled.

Governor Mason will soon be in Washington, from whom you will be able to gain every information which this office could furnish.

I have the honor to remain, very respectfully, your obedient servant,

ISAAC I. STEVENS,
Governor and Super't Indian Affairs, W. T.

Hon. JEFFERSON DAVIS,
Secretary of War.

HEADQUARTERS, CAMP WASHINGTON TERRITORY VOLUNTEERS,
Walla-Walla Valley, W. T., December 23, 1835.

SIR: I reached this point, some thirty miles to the eastward of Fort Walla-Walla, on the Columbia, on the 20th instant. We have had extraordinary success in our long march from the waters of the Missouri, and I trust that the conferences with the Indian tribes on my way will have some effect in preventing the tribes now peaceable from becoming hostile.

A very important result has been gained by the operations of the volunteers of Oregon in this valley. The Cayuses, Walla-Wallas, Umatillas, the Tye of Deshute, and a portion of the Palouse Indians, mustering five to six hundred warriors, have been defeated and driven across the Snake river. They are now scattered along the north bank of the Snake from its mouth to the Nez Percés country, and the bulk of them are believed to be in camp in the first wood on the Palouse

river. From the best information I can gain, I am of opinion that not more than five to six hundred Indians participated in the fight; these Indians are in constant communication with the Yakimas, under Kam-i-a-han, and we have reports that he is meditating an attack with their combined forces upon the troops in this valley. These reports I do not credit; I am of opinion that the Indians desire the war to be put off till spring, in the hope that their numbers may be augmented by the Spokanes, Omahanes, Colvilles, Cœur d'Alênes, and the tribes north of the line, and in case of defeat, by having the means of retreat to the north and across the mountains eastward to the buffalo country.

The Cœur d'Alênes, Spokanes, Colvilles and Omahanes number about 2,100 souls, and some 400 to 500 warriors, only a portion armed with guns. The former tribes, numbering about 1,700, I called into council on the Spokane, early this month, and have received from them the most unqualified assurances that they would reject all the overtures of the hostile tribes, and maintain relations of friendship with the government; but they have been very much shaken by the efforts made to invoke them in the war, and if operations are suspended till spring there would be great danger that they would then be met in arms.

The Nez Percés are staunch and entirely reliable. Some seventy of these warriors, well armed, accompanied me from their own country and are now in my camp. I crossed the mountains with twenty-five men, and by accessions from the mines, and citizens who had fled for protection to the Nez Percés country, and from other sources, we have a force of volunteers, organized in two companies and numbering in all fifty-two men. The volunteers of Oregon in this valley number about four hundred men.

I am of opinion that all the tribes, from the Dalles to the Nez Percés country and from the Blue mountains to the Spokane river, now in arms against the government, have not over twelve hundred adult males, and that they cannot bring into the field more than one thousand effective men. My sources of information are good, and I write with much confidence. The hostile tribes, throwing out bands known to be friendly and in charge of local agents, do not number quite five thousand souls.

On reaching this point, I exceedingly regretted to learn that the Yakima country had been abandoned. In my opinion, it could have been held by two hundred men, and have been supplied by Walla-Walla. There is a good road from Walla-Walla to the Yakima mission; the distance is about ninety miles. Little or no snow lays on the ground for more than two thirds the distance, and at the mission the snow is seldom more than six inches deep.

This whole valley is remarkably favorable for winter operations. Grass and wood are abundant, and there are numerous streams of excellent water. The snow lays on the ground but a short time, and then but a few inches deep, and scarcely interfering with the grazing of animals.

North of the Snake, the Palouse, and its tributaries, the grass is

also good, and there is a large quantity of pine. The pine on the Palouse is found eighteen miles from its mouth.

From the Palouse to the Columbia, north of the Snake, the country is not so favorable; there is not much wood, nor much running water, and the grass is of inferior quality. There is nothing but drift wood on the Snake, enough, however, for camping purposes. There is nothing but drift wood on the Columbia till you reach the mouth of the Wee-nat-chap-pam, where the pine commences.

From the mouth of the Palouse, and from the several crossings above, there is no difficulty in moving to the Spokane country all through the winter. The grass is uniformly good, there is abundant pine in the Spokane, and there will be wood for fuel at all the intermediate camps on all the routes.

The information here given so minutely is wholly the result of personal examination, and I can vouch for the accuracy of it all.

I send you a map of the country from the Cascades to the Bitter Root mountains, showing the Indian tribes, their numbers, their warriors, the points those hostile are now believed to occupy, the several routes for the movement of troops, points for depot camps, where there is abundant grass and abundant pine within reach, the several crossings of Snake river, and the *winter snow line*, over which the Indians cannot cross when pursued by troops, and the line within which troops can operate all through the winter.

I will respectfully recommend that you urge forward your preparations with all possible dispatch, get all your disposable force in this valley in all of January, establish a large depot camp here, occupy Fort Walla-Walla, and be ready early in February to take the field.

February is generally a mild and open month. February and March are the favorable months for operating. All the Indians are destitute of food, the rivers are easy to cross, the mountain passes are closed. In April the Indians can retreat in the Pearl d'Oreille route eastward of the mountains. In May the Coeur d'Alênes route is also open. The streams are swollen, and the salmon begin to run. In June roots are abundant, and the streams most difficult to cross. If operations be vigorously prosecuted in February and March, there is little probability of any of the tribes now peaceable taking part in the war. This is the conclusion to which I was brought by the recent council held by me with the Indian tribes on the Spokane.

I do not entertain the idea that all operations can be brought to a close in these two months. The strength of the combination can, however, be broken, but the country should be held all through the ensuing year.

As to transportation, I would urge that a line of barges be established on the Columbia; that supplies be hauled in wagons from the Dalles to the mouth of the De Chutes, and thence by water to Fort Walla-Walla, then to the Yakima country, (the Mission;) to the crossing at the mouth of the Palouse, and to any point which may be selected in this valley as a depot camp, supplies can be hauled in wagons. The roads are all good.

When operations are extended to north of the Snake, and the north

bank is held, a new depot camp can be established, and the water line extended.

The Hudson Bay barge should be adopted, only be increased in size. The barge most commonly in use carries 6,000 pounds and requires seven men. But the great difficulty in the river is at the falls, at the mouth of the De Chutes river, which is avoided by hauling in wagons to above that point. A barge could be constructed which would carry 12,000 pounds, require eight men, and make two round trips a month from the De Chutes to Fort Walla-Walla. Supplies for 500 men, say four pounds per day, including clothing, ammunition, &c., and forage for 500 animals, 12 pounds a day, each animal, would require 10 of these barges, 80 men, about ten (10) three-yoke ox teams, running from the Dalles to the De Chutes. An ox team could not make more than three round trips from the Dalles to Fort Walla-Walla, in two months, and this would be more than ought reasonably to be expected. To transport the above amount of supplies and forage in wagons would require 100 ox teams and 100 men. Unless foraged on the road, oxen, after making one round trip, must have rest, and a large number of spare oxen must be at hand at both ends of the line to keep the teams constantly in motion. It will probably be very difficult to get early into the field so large a train; a pack train will be still more expensive, and it will be wanted in advance. Supplies, in my judgment, will mostly have to be transported from the depot in this valley by pack trains.

The Hudson Bay people at Fort Vancouver can put their hands on the men who understand making these barges. I estimate that five barges could be built at Portland and be in readiness for their loads at the mouth of the De Chutes in 20 days, and five more in 30 days. It is a small affair to make them.

I derive my information in regard to the barges from Mr. Sinclair, of the Hudson Bay Company, a gentleman of sound judgment and large experience, and most favorably known to all the citizens of the Columbia valley.

I believe it is practicable to run stern-wheel steamers from the mouth of the De Chutes to above Walla-Walla, and as far as the Priests' rapids; but time will be required to get a suitable one on the route, and to establish wood yards. There is nothing but drift wood on the immediate banks of the Columbia, below the mouth of the Wee-nat-chap-pan. I would respectfully urge, however, that your early attention be given to the matter.

The plan of campaign which occurs to me as feasible is as follows: Occupy the Walla-Walla valley in January; establish a large depot camp on the Touchet; hold Fort Walla-Walla; get up supplies by a line of barges on the Columbia; have an advance post on the Tucanon, and pickets at the crossings at the Palouse and opposite the bend of the Tucanon. This disposition of the troops will make you master of the Walla-Walla valley, give you the control of the country of the Snake, and enable you to get information of the enemy. In February cross the Snake, attack the enemy on the Palouse, establish a depot camp at the first wood, extend the line of barges up the Snake to the Palouse, and push forward a column to below Okinahane.

These operations will probably drive all the hostile Indians into the Yakima country, west of the Columbia river; when more down the Columbia, cross into the Yakima country and put the enemy to his last battle. He cannot cross the mountains till May, and all the troops left behind at Fort Walla-Walla and at depot camps, except indispensable guards, marched up seasonably from Fort Walla-Walla by the line of the Yakima river, would, with the movement of the column from north of the Snake, drive him into a corner, from which he could not easily escape.

There will be no difficulty whatever in making the crossing of the Snake. To the upper crossings canoes could be brought from the Nez Percés country. For the Palouse crossing, with a few tools, boats could be made in a few days, on the Touchet, and be transported thither on wheels. My India rubber boats for the Indian service were unfortunately cut to pieces by the Indians, at Fort Walla-Walla. During the winter months the rivers are low.

The question occurs, is the plan compatible with the force at your command?

In my judgment, 300 to 400 effective troops will signally defeat any force which the enemy could bring together from the tribes now hostile. In my plan of operations at Fort Walla-Walla, at the depot camp of the valley, and to hold the river crossings, 200 men would be required. If a smaller force were left, it might tempt the Yakimas, under Kam-a-a-hum, to move rapidly into his own country, if not already there, cross the Columbia below the mouth of the Snake, steal all the animals, and break up the communications. If very much reduced, he might successfully attempt an attack upon the troops. With 200 men, I do not think he would attempt anything on this side of the Columbia. The barges in brigade of five each, manned by 40 men, I do not think, with a small force on the Umatilla, would be in danger of attack. They could destroy all the canoes, and take from the enemy the means of crossing the river below Walla-Walla.

In the advance movement on the Palouse there should be five hundred men. This whole force will be disposable for the first blow on the Palouse; 200 men will hold the line of the Snake, and 300 will be left for the advance movement on the Columbia, below Okinahane.

When the enemy is driven into the Yakima country, from the depot camps north and south of the Snake, a strong column can be thrown across the Columbia at the mouth of the Snake, say 200 men, which, with 150 from this column moving towards Okinahane, will give 350 men. I would advise that 150 men of that column be left to cut off retreat in any attempt to recross the river.

In this plan of the campaign, the troops are interposed between the hostile tribes and the friendly ones, and they are brought to a final stand, where there is scarcely a possibility of escape. If the Yakima country were held simultaneously with this valley and with operations upon the Palouse, it might drive the enemy upon the Spokane, and thus cause them to embark in the war. The holding of the Yakima country would, however, effectually protect the line of the Columbia, and render it unnecessary to leave so large a force in this valley. But this plan would require more troops than the other.

By the Walla-Walla valley on this paper, I mean the whole country in the re-entering of the Snake.

With a small force on the Umatilla, and the troops required at the Dalles, 800 effective men will be required, and making allowances for the sick list and for casualties, 1,000 men should be in the field. There are here, or are on their way, 500 volunteers from Oregon; I hear that you have, or will soon have, 500 to 600 regulars.

The volunteers with me have been mustered into the service of the Territory for a specific duty, and will be discharged when I go down to the Dalles. On the Spokane, I was able to learn nothing of the plan of the campaign, and only knew that Kam-i-a-hum, with all his forces, was believed to be on the Spokane side of the Columbia, and that the Cayuses and Walla-Wallas were assembled, some 600 warriors, in the Walla-Walla valley. I expected at that time to be obliged to force my way through this body with my small force of less, at that time, than 50 men, and the Nez Percés to the Dalles. The Nez Percés chiefs, who accompanied me from the Blackfeet council, tendered to me the services of 150 fighting men of the nation, and it was not till I had been some hours with them in council, in their own country, making the necessary arrangements, that I learned of the defeat of these tribes, and that the road was opened. I took with me, however, some 70 Nez Percés, well armed, besides young men, to herd and guard our animals.

OLYMPIA, W. T., *January* 29, 1856.

The above was written to be dispatched by an express to you at Vancouver. I concluded, however, to come in person, and reached Vancouver the day of your departure from Portland to San Francisco.

I have since my return carefully examined the condition of affairs in the Sound, have visited nearly every point, and informed myself thoroughly of our necessities.

We are now feeding 4,000 Indians on the Sound alone; a band of hostiles, numbering from 200 to 400 are in the field. The whole country is opened to attack from them and the northern Indians. All our people are living in block houses. The town of Seattle was attacked on the 26th instant, and the families compelled to go on shipboard. The whole of King county has been devastated, and the inhabitants driven within the line of defences of the town of Seattle. We need at least six hundred troops to cope with the enemy, and the war will, I fear, from the nature of the country, be a protracted one.

In conclusion, it is due to frankness that I should state that I have determined to submit to the department the course taken by the military authorities in the Territory of Washington for my relief. No effort was made, although the facts were presented both to Major General Wool and Major Rains to send me assistance. The regular troops were all withdrawn into garrison, and I was left to make my way the best I could through tribes known to be hostile. It remains to be seen whether the commissioner selected by the President to make treaties with the Indians in the interior of the continent is to be ignored, and his safety left to chance.

I had no fear of my own safety, but the facts in the settlements

did not warrant such belief. I simply, with 50 odd men and 150 Nez Percés, would have been compelled to fight 600 Indians in the Walla-Walla valley had it not been for the operations of the Oregon volunteers.

I am, sir, very respectfully, your obedient servant,

ISAAC I. STEVENS,
Governor Territory of Washington.

Major General JOHN E. WOOL,
Commanding Pacific Division, Vancouver, W. T.

N. B. The map is not quite ready. I will send it to the post at Vancouver.

Extract of a letter from Governor Stevens to Colonel Wright, February 6, 1856.

In view of the lateness of the season, my views, as stated in my memoir to General Wool, and a copy of which I have sent to you, are modified as follows:

1. Operate simultaneously in the Yakima country, and north of the Snake river.
2. Send at least two companies of the troops now at Vancouver to the Sound.

The volunteers on the Sound will be in the field this week, but the force will be small, and unless operations are prosecuted with great promptness and energy, we have reason to apprehend that many of the Indians now friendly will become hostile.

I will urge you to push two companies to the Sound without delay, and to push your troops against the Indians east of the Cascades.

Message of the governor of the Territory of Washington, delivered in joint session of the council and house of representatives of Washington Territory, Friday, December 7, 1854.

Fellow-citizens of the Legislative Assembly:

In the absence of the executive, I have the honor to respond to your call. To the people of this Territory, and to me especially, that absence is, at this time, particularly to be regretted, for the present juncture of affairs requires all the experience, ability, and energy so justly conceded to the distinguished gentleman who has the honor to preside over this Territory, and whose duties in such absence by law devolves upon the Secretary of the Territory. With real sincerity I will assert that many and grave doubts have arisen in my mind as to my ability to discharge the weighty and responsible duties incident to, and arising out of, our present Indian relations; but, with a firm

reliance upon the patriotism of the people, and their hearty co-operation, I have endeavored to compensate for want of experience by an earnestness of purpose, and a zealous effort to discharge my whole duty.

It is a subject of regret that pressure of business and multiplicity of labors prevent as full and careful a review of matters as is desirable. Should, therefore, things seemingly important be omitted, or slightly alluded to, the neglect must be attributed not to intention, but rather to an attention to more pressing matters.

Since you were last assembled an important and, I regret to say, disastrous change has taken place in our social prospects. While peace and security seemed to reign about us, and every person was, as usual, pursuing his customary avocations, an Indian war breaks out in our midst, spreading alarm throughout the whole Territory. Familes are murdered, property is destroyed, claims are abandoned for the fort and the block house, and the whole country, instead of portraying the usual peaceful occupations of American citizens, has the appearance of desertion, and nothing but parties of armed men are to be seen in motion. How long this state of affairs is to continue it is impossible to say; but, from the energy which our citizens have shown, and the measures which have been adopted, it is earnestly to be hoped that the end is not far off.

The extinguishment of the Indian title to lands within the Territory, had been long and loudly called for by the people. This was a matter absolutely necessary for our welfare, in order that there might be no conflicting claims between the settler and the Indian, and that the Indians might be placed in such a position that, while they were taken care of and protected, they could at the same time, as far as possible, be prevented from doing harm.

In the month of December, 1854, in pursuance of instructions from the general government, Governor Stevens entered upon this delicate and arduous task. The first treaty was made in the county of Thurston, in the vicinity of the Nisqually river, on the 26th of December; was ratified by the United States Senate before its adjournment, March 3, 1855, has been proclaimed by the President, and is now a part of the supreme law of the land. The basis of that treaty is the basis of all that have been concluded since. Great care was taken to explain the provisions and the objects of negotiation to the various tribes. Careful interpreters were secured, and every individual was allowed to speak his views. Similar treaties have been concluded with all the Indians west of the Cascade mountains, with the exception of the Chehalis, those residing in the neighborhood of Shoalwater Bay and on the Columbia, as far east as the Dalles.

In pursuance of the instructions and line of policy marked out by the Indian Department at Washington City, Governor Stevens crossed the Cascade mountains, and in conjunction with the superintendent of Indian affairs of Oregon, treaties were effected with the various bands known as the Yakima tribe, the Cayuses, the Walla-Wallas and the Nez Percés. He then proceeded to Fort Benton, on the Missouri river, where a great council had been called, to conclude and settle a definite peace between the tribes divided by the Rocky

mountains, hostilities between which had continued ever since the whites have had any knowledge of the country.

This measure was of vital importance to the Territory of Washington, as, while these hostilities continued, there could be no safe travel or communication by the great northern route connecting the waters of the Columbia and Puget Sound with the headwaters of the Mississippi. It may be well here to state, that the latest information received will justify the belief that that treaty has been concluded, and the return of Gov. Stevens is daily looked for.

In the midst of this favorable appearance of things, while the ink was scarcely dry with which treaties had been written, Indians, who had entered into these stipulations, and solemnly pledged their faith to preserve amity and peace towards all American citizens, have risen in arms, treacherously surprised, and barbarously murdered our inoffending citizens, killed an Indian agent, while in the performance of his official duties, and in defiance of all plighted faith and written obligation waged a war, accompanied with all the horrid brutalities incident to savage life.

The sphere alloted to this message will not justify a recital of the preliminary aggressions. Satisfactory evidence, however, has been afforded, indicating that both in Oregon and this Territory, for a great length of time, preparations for war had been going on on the the part of the Indians. Simultaneously with the murders committed in the Yakima valley, southern Oregon became the scene of Indian warfare, and the moment troops move from Puget Sound across the mountains, an outbreak takes place on the White river prairies.

On the 23d of September, in addition to previous floating rumors, positive information was received that two of our citizens had been murdered in the Yakima valley, while travelling on the military road across the Nachess pass. A requisition was immediately made upon the commanding officers of the military posts of Fort Steilacoom and Fort Vancouver for sufficient forces to proceed, by different routes, into that country, to procure, if possible, the murderers, if not to punish the tribe, and to furnish protection to such persons as might be travelling to, or returning from the Colville mines. Both of these requisitions were promptly complied with. Previous to this, Major Haller, commanding Fort Dalles, being nearer the scene of action, and having earlier information, had moved into the field, and on the 6th of October was attacked by an immensely superior force, and, after a gallant and desperate conflict of about forty-eight hours, succeeded in driving off the enemy, losing five men killed and sixteen wounded, together with a large portion of his animals and all of his provisions. This last compelled him to return to the Dalles. Upon the receipt of this information, Major Raines, commanding the Columbia river and Puget Sound district of the United States army, made a requisition upon the governor of Oregon for four companies of volunteers, and upon the governor of Washington for two The proclamations by the respective executives, calling for these forces, were responded to with zeal and alacrity by the citizens of this and of our sister Territory. In consequence of the scarcity of arms existing in this section of country, in order to furnish the volunteer force being raised here, it

became necessary to make a requisition both upon the United States sloop-of-war "Decatur," and the revenue cutter "Jefferson Davis," for such as could be spared. Much praise is due to the commanding officers of those two vessels for the willingness and promptness with which they responded to that request, thus enabling the first company of Washington Territory volunteers to be equipped and ready for the field the moment their organization was completed.

On the 30th of October, Major Rains, having received from me the appointment of bridgadier general of the volunteer forces serving in the Yakima war, moved into the field with all the disposable regular troops, and having the co-operation of nine companies of Oregon mounted volunteers, under command of Colonel Nesmith. After proceeding as far as the Yakima Mission, having several skirmishes with the enemy, capturing some of their cattle and horses, and destroying several large caches of provisions, the whole command returned to the Dalles, the unusual inclemency of the season preventing a winter campaign. In the meanwhile, the command moving from Fort Steilacoom, under command of Lieutenant Slaughter, proceeded across the mountains, through the Nachess pass, to within about twenty-five miles of the Atahman Mission, where, learning of the return of Major Haller to the Dalles, they fell back, first to the summit, and then to the upper prairies on White river. Being reinforced with seventy-six regulars and company B of the Washington Territory volunteers, under command of Captain Gilmore Hays, the whole detachment, under command of Captain M. Maloney, U. S. 4th infantry, again advanced; but, after crossing the summit, were overtaken by an express, informing them that delay had taken place in the movements of the troops from the Columbia river. Captain Maloney consequently fell back to the first grazing ground on this side of the mountains—the White river prairies. During these movements, a band of rangers had been organized, under command of Captain Charles H. Eaton, whose duty it was made to guard the outskirts of the settlements, and watch the various mountain passes. Scarcely had the command commenced its operations when a detachment of eleven men, on regular scouting duty, were suddenly attacked by Indians, heretofore supposed to be friendly. Taking refuge in a log house, after gallantly sustaining a siege of some sixteen hours' duration, the Indians were repulsed. The murder of several highly esteemed citizens travelling from Captain Maloney's camp into the settlements, and the massacre on White river, followed.

The return of the command under Captain Maloney cannot but be looked upon as a most fortunate event for the settlers on Puget Sound, as it is impossible to say what might have been the result, with the settlements entirely unprotected, and many of the Indians at open war, and the rest, to say the least, wavering. The battle on White river, in which both regulars and volunteers so admirably distinguished themselves, cannot fail to impress the Indians with the superiority and power of the white man, and that, however protracted the contest may be, ruin and desolation must necessarily come upon them.

The calls upon the people of the Territory for their services in the

present war have been met by the organization of 12 companies, consisting of two companies of rangers, and ten companies of the 1st regiment of Washington Territory volunteers, amounting, in all, to upwards of seven hundred men. Of these about five hundred are mounted. In addition to these, there is a company of rangers at the Cowlitz Farms, under command of Captain Peers, not regularly mustered into service, but ready to perform such duty as may be required of them.

I deem it my duty, here, to make public acknowledgements of the services rendered by his excellency, JAMES DOUGLAS, governor of Vancouver's Island. Upon the alarm naturally attendant upon a serious Indian outbreak, almost within arm's-length of us, and owing to the scarcity of arms and ammunition, application was made to him for such an amount of these munitions of war as he could possibly furnish. That application was promptly and cordially responded to, to the extent of his power; he at the same time regretting that he had at the moment no vessel-of-war at his disposal, and that his steamers, the "Otter" and "Beaver," were both absent, but upon the arrival of either, she should be dispatched to the Sound, to render such service as might be required of her. Since then the "Otter" has visited this place.

This movement on the part of the executive of Vancouver's Island cannot fail to have its influence upon the Indians residing upon our waters, having a tendency to show to them that whatever differences may exist between the Americans and the Englishmen, in their social and political organization, as far as savages are concerned they are but one.

The Indians west of the Cascades, with the exception of those before alluded to, still continue friendly. They have been collected at various points, disarmed, and placed under the surveillance of local agents, and arrangements have been made for their support. The only fear at present entertained is that, by some act of indiscretion, they may be frightened into the hostile ranks.

The disposition which has been subsequently made of the troops in the field in this portion of the Territory has been with the design—while at the same time to keep the hostile Indians in check, adequate force should be moving on the outskirts of the settlements—in order that the farmers might be enabled to return to their claims to provide for the coming year's subsistence.

The general stagnation in trade and industrial pursuits, arising out of the present state of affairs, loudly calls for prompt and speedy action on the part of the general govenment. Should Congress adjourn without affording the relief so pressingly needed in this emergency, it will much retard our territorial growth and advancement. I therefore earnestly recommend a memorial calling for a sufficient appropriation to remunerate the citizen soldiery for their valuable and patriotic services, and the citizens generally for the supplies they so promptly furnished, and for the property destroyed.

Beyond the limits of our Territory to the north, the coast and innumerable islands are inhabited by numerous tribes of Indians of a fierce and warlike character, bands of which are constantly in the

habit of descending into our settlements for the ostensible purpose of procuring labor. Besides the alarm occasioned to the most exposed settlers by the presence of these unwelcome visitors, complaints frequently arise from the various thefts committed by them. In case punishment is attempted to be inflicted, isolated settlers, as we already know from past experience, are liable, in revenge, to be cut off by them. In view of these facts, in order to discourage their coming within the limits of the Territory, I respectfully submit to your consideration, whether or not it would be advisable to enact a law making it penal for any person to employ for hire any of these northern bands. In connexion with this subject, considering the nature of the waters of Puget Sound, the numerous tribes residing on its borders, the liability to incursion from foreign tribes, and the utter inefficiency of sailing vessels for rapid communication, I will recommend that you memorialize the Navy Department to station within our waters an armed steam vessel.

I will here call your attention to the trade that has been too largely carried on with the Indians in guns and ammunition. Our very self-preservation demands that it should entirely cease, and that very stringent laws should be passed upon the subject.

The present existing war has suggested many deficiencies in our militia law. It provides for the election of officers, but on the subject of enrollment of men, and the rendering the militia effective, it is extremely defective. I would respectfully recommend the election of the general staff, consisting of a brigadier, adjutant, quartermaster and commissary general, by the legislative assembly, and a system of enrollment of all capable of bearing arms in the various counties, and that the formation of companies be entirely volunteer—to elect their own officers, and to be formed into battalions or regiments as circumstances may require. The scattered nature of our settlements, and the isolation of some of our counties, seems to dictate this as the most effective means for their protection, and at the same time the most expedient for combination or general action. I suggest it for your consideration.

During the past summer, rumors of discoveries of gold fields near Fort Colville induced many enterprising and energetic citizens of the Territory to visit that region. Many have returned on account of the war, and the impossibility obtaining provisions there, during the winter. Although the extent of the gold bearing district is not known, yet the fact is certain, that those who worked the bars and prospected the country near Fort Colville found gold in sufficient quantities to pay well for working. Wherever the more experienced miners dug, either upon the bars or upon the hill-sides, gold was found, and even with the rude mode of working with pans an average of $10 per day has been made, and those who are still at the mines report profitable employment. I have no doubt that, with improved machines and better preparations for working to advantage, these gold mines will prove amply remunerative to many citizens who may go there, whenever the state of the country will permit communication between the Columbia river and Puget Sound settlements and the gold bearing region.

The prosecution of the public surveys during the past year, has developed large bodies of fertile lands, and made great addition to the topographical knowledge of the Territory, which will be useful to emigrants in search of the best lands. As to the amount of work thus far accomplished, the office of the surveyor general shows the following results: Total amount surveyed while this Territory was under the Oregon office, 1,876 miles; amount surveyed and under contract since the organization of the Washington office, 3,063 miles; proposed to be surveyed in 1856 and 1857, as per annual report of the surveyor general, 5,688 miles—all lying west of the Cascade mountains.

The general government has made liberal appropriations for public surveys in the Territory, but the surveyor general has found it impossible to obtain surveyors willing to contract for the whole amount, as the exceedingly difficult nature of the country, and the high prices of labor and provisions, have subjected to loss those who undertook the work, even at the maximum prices allowed by law. The present Indian war has stopped all field work in this important part of the development of our Territory; but it is hoped that it can be resumed in the spring, and that you, by your action, will second the urgent request of the surveyor general to the General Land Office that an increased sum per mile be allowed by the general government for further surveys.

At the last session of Congress, appropriations were made for the military roads in this Territory: One from Fort Benton, in Nebraska, to Walla-Walla; one from the Dalles to Columbia barracks; and one from Columbia barracks to Fort Steilacoom. A reconnoissance has been made of the two latter during the present fall, and it is expected work will be commenced thereon during the coming spring.

In addition to these roads, communication should be opened by land to Bellingham Bay, on the north, and through the valleys of the Chehalis and Willapah to Grey's Harbor, Shoalwater Bay, and some point near the mouth of the Columbia, on the south. These roads will be of great importance, in a domestic point of view, as opening a large section of country to settlement, and communication with other settlements; and, in military affairs, as affording means of communication with exposed points, and of rapidly marching troops into the fastnesses, and lairs of those savages who may hover upon the outskirts of the settlements. I call your attention to this as a subject of memorial.

In the "act making appropriations for the support of the army for the year ending the 30th of June, 1856, and for other purposes," it was provided, that the Secretary of War shall equalize, as far as practicable, the number of arms heretofore distributed, and now in possession of the several States, so that each State which had received less than its pro rata share shall receive a number sufficient to make an equal pro rata proportion for all the States, according to the number of their representatives and senators in Congress, respectively.

Under this provision, the amount falling due to this Territory is 2,000 muskets. An effort was made to draw them in rifles, but failed from some regulation to the contrary. In addition to this, our annual quota of arms is 137 muskets, which amount, consisting of 2,137

muskets, have been drawn in 1,980 muskets, 100 rifles and accoutrements, and 30 cavalry sabres. The whole amount—to which 208,000 caps were added—have arrived at Vancouver, in this Territory, some mistake having occured in their shipment. Owing to the difficulty of transportation at the present season of the year, between the Columbia river and Puget Sound, efforts have been made to procure the proper portion suitable for the Puget Sound section of country, transported direct, by sea, from Vancouver to this place.

Your attention is urgentlv requested to the subject of the postal arrangements for the Territory. Mail routes have been established throughout the Sound, and a large appropriation has been made for carrying the mail from Olympia by sea to San Francisco.

The contracts of the former have not as yet been let, and the latter has proved inadequate for the service required, and thus far been of no avail.

In the present critical state of affairs our exposed position demands from the general government a more rapid communication with San Francisco and New York.

By an act of the last legislative assembly, the public buildings of the Territory were located, and by subsequent resolution the governor was requested to draw the amount appropriated by Congress to be used in the erection of the capitol.

During the vacation of the legislature, and as soon as a site for the capitol could be cleared, the plan of construction was adopted, and a contract entered into for its erection. The building was fast reaching its completion when the Indian war broke out, taking from said building the artisans engaged, and preventing the possibility of securing others. Under these circumstances, a suspension of the work was ordered, and I have been compelled to employ, temporarily, the hall used by the legislative assembly at its last session. The architect and contractor of the capitol assures me, however, that the work will be finished shortly.

In reference to our boundary question, and the extinguishment of the rights of the Hudson's Bay and Puget Sound Agricultural Companies, I refer you to the last message of the executive.

In conclusion I will state, that as far as my limited judgment extends every effort has been made on my part for the protection of the Territory. An Indian war, existing all around us, demands from every citizen a unanimity of opinion and a concert of action.

From the uniform courtesy which has ever been extended to me by the citizens of this Territory, as long as the duties of acting executive devolve upon me, I shall rely upon your patriotism and earnest cooperation, and, having in view but one object—that of duty—shall leave it to you how far that object has been accomplished.

C. H. MASON.

Special Message of the Governor, delivered in joint session of the council and House of Representatives of Washington Territory, Monday, January 21, 1856.

Fellow-citizens of the legislative assembly of the Territory of Washington:

I have taked the liberty of departing from the usual custom of delivering a written message. This arises from the exigencies of the case. It did not seem necessary to follow the etiquette usual in such cases, if by doing so time should be lost or public business deferred.

We are, fellow citizens, and have been for the past three months, engaged in an Indian war. Our settlers, from the Cowlitz river to the Sound, have been obliged to abandon their claims, to live in forts. It is true that almost all the Indians are friendly; that the number of Indians hostile does not exceed the number of one hundred and fifty or two hundred; but from the peculiarity of the country, if this force is not soon crushed, it will prove a source of serious annoyance upon this side of the Cascade mountains and the other. Several tribes have violated their plighted faith and broken out in open hostilities.

We are now in the midst of a war. What has brought it about, and what is the remedy? Gentlemen of the legislative assembly, it is due to you that I should enter dispassionately and fully into the policy which has marked the government in the making of treaties with the Indians of this Territory. It is important that the honor and dignity of that government should be sustained. That its course should be characterized by humanity and justice. Those who have done their duty and maintained the dignity and honor of the country should not be struck down. Let the blow be struck in the right quarter. If dignity and honor have been maintained, then has no citizen anything to blush for, and it is a bright page in the history of the country and dear to every citizen.

When this Territory was organized there was a population of about four thousand souls, widely scattered. No treaties had been made with the Indians occupying the lands of this Territory, nor was there, practically, an intercourse law. Congress had by law extended the provisions of the Indian intercourse act, so far as applicable, over this Territory and Oregon. Congress had also passed a donation law, inviting settlers to locate claims, first west, and then east of the Cascade mountains, and public surveys had been ordered to be made over this domain. But the Indian title had not been extinguished. This was a bitter cause of complaint on the part of the Indians. The Yakimas, Cayuses, and Walla-Wallas were anxious to make treaties, selling their lands to the government, and securing to themselves reservations for their permanent homes, and they asserted that until such treaties were made no settlers should come among them. These were the reasons of public policy which induced the government to enter into these treaties, and no time was lost in consummating them. The people of this Territory urged upon Congress the necessity of such a policy, and Congress made appropriation to carry out their wishes. It fell to my lot to be appointed the commissioner to negotiate these treaties. I entered upon those labors in December, a year ago, and

during that and the following month successfully treated with all the Indians upon the Sound, the Straits, and the Indians at Cape Flattery.

In January a year ago, I dispatched Jas. Doty, esq., east of the Cascade mountains, to ascertain the feelings and views of the Indians. He visited the Yakimas, the Cayuses, the Walla-Wallas, and the Nez Percés in their own country, and they were desirous to treat and sell their lands. Kamiakin advised the tribes to meet in council at Walla Walla, saying that was their old council ground. The council was convened, and lasted fourteen days. All those tribes were present. The greatest care was taken to explain the treaties, and the objects of of them, and to secure the most faithful interpreters. Three interpreters were provided for each language; one to act as principal interpreter, the other two to correct. At the close of that council, such expressions of joy and thankfulness I have never seen exhibited to a greater degree among Indians. Kamiakin, Peu-peu-mox-mox, the young chief Stickas, and the Lawyer, all personally expressed their joy and satisfaction. Kamiakin asserted that personally he was indifferent about the treaty; but as his people all wanted it, he was for it, and that was the reason he asssented to the treaty. The record of that council was made up by intelligent and dispassionate men, and the speeches of all, there made, are recorded verbatim. The dignity, humanity, and justice of the national government are there signally exhibited, and none of the actors therein need fear the criticism of an intelligent community, nor the supervision of intelligent superiors. By these treaties, had the Indians been faithful to them, the question as to whether the Indian tribes of this Territory can become civilized and christianized beings, would have been determined practically, and as to whether the intervention of an Indian service, for the supervision of the Indians, might not become unnecessary, in consequence of the Indians being able to govern themselves. This spirit lies at the basis of all the treaties made in this Territory.

Another council followed, in which three considerable tribes were convened, which lasted eight days—the Indians, at the close, again expressing the utmost joy and satisfaction. It is due to gentlemen of the legislative assembly to make this frank and full statement. The printed record will show that the authorities and the people of this Territory have nothing to blush for, nothing to fear in the judgment of impartial men, now living, nor the rebuke of posterity.

As to the causes of this war, it is not a question necessary to dwell upon. It has been conclusively demonstrated, that it has been plotting for at least two or three years. I am frank to admit, that had I known when the council at Walla-Walla was convened what I learned afterwards, I should not have convened that council. I learned from one of the fathers, some days after it had commenced, and I was satisfied that his information was correct, from the deportment of several of the principal chiefs, that many of the Indians came to that council with hostile feelings. But when I left Walla-Walla, I thought that by the treaty such feelings were entirely assuaged—that those who were once for war were now for peace.

It is difficult to see how such a combination should have existed

and not have been known; and yet it extended from the Sound to the Umpqua—from one side to the other of the Cascade mountains.

Fellow citizens! War has existed for three months, and still exists. A war entered into by these Indians, without a cause; a war having not its origin in these treaties, nor in the bad conduct of our people. It originated in the native intelligence of restless Indians, who, foreseeing destiny against them, that the white man was moving upon them, determined that it must be met and resisted by arms. We may sympathize with such a manly feeling, but in view of it we have high duties.

I will not dwell upon the efforts made, the false reports circulated, distorting the proceedings of these councils; the stories of killing friendly Indians, which those hostile have resorted to, to spread hostility. The war exists; the question is—How shall it be met? There are duties to be discharged, difficulties to be grappled with. The war must be vigorously prosecuted now. Seed time is coming, and the farmer should be at his plough in the field. The summer is coming. The snows will melt in your mountain passes. It seems to me the warm season is not the time for operations. Day-light is breaking upon us. The gloom which for a time hung over us is giving way. There has been great energy displayed in handling the whole question. Judgment and energy in driving back, into a comparatively small region of country, the hostile Indians, and in keeping the great body of the Indians entirely friendly.

The work remaining to be done is comparatively small. It is my opinion that it would be expedient forthwith to raise a force of three hundred men, from the Sound, to push into the Indian country, build a depot, and vigorously operate against the Indians in this quarter; and nearly the same force should be raised on the Columbia river, to prosecute the war east of the Cascade mountains. This last would have a vast influence upon the operations in this section. It would prevent reinforcements from either side joining the bands on the other side, and would effectually crush both. But what is more important, would be the influence upon the numerous tribes not yet broken out into hostility. It is due to you to state what experience in travelling through the Indian country has taught me. There is a surprising feeling of uneasiness among all the tribes who have not broken out, except, alone, the Nez Percés. These tribes may be led into war if delay attends our operations.

I regret on this occasion to be compelled to criticise the official acts of a gallant and war-worn veteran, one whose name has been on the historic rolls of the country for nearly half a century. But it is due to the people and the authorities of the Territory of Washington that the facts should appear and be known to the national goverment. Gov. Mason, in obedience to the requisition of the commanding officer of the United States forces upon the Columbia river, raised two companies of volunteers, of excellent material. They were well mounted and ready for the field. Another company was raised to protect the commissioner appointed by the President of the United States to make treaties with the Indian tribes in the interior of the continent. These troops were disbanded, were brought down into

garrison, and the regulars were kept in garrison. And there stands out the broad fact, that seven hundred Indians in the Walla-Walla valley were met and defeated by volunteers, when the regulars were in garrison. The President's commissioner, a high functionary, deriving his powers from the President of the United States, and not from any department, was left without protection, and the troops raised to protect him Major General Wool thought proper to disband and bring into garrison. That officer acted unquestionably from a sense of duty. His reputation as a gallant soldier, his long and valuable services to the country, cannot be disputed. I do not wish to impugn his motives. I only desire to submit facts for the judgment of superiors at home.

I learn, from good authority, that his plan of operations is to delay till spring, probably until May. It is well known by those who have experience and knowledge of their country, that February and March are the best months for the prosecution of this war. I think it due to the legislative assembly to state the reasons why all voyageurs, and gentleman of experience in these matters, give it as their opinion that now is the proper time for action. There is a vast plain between the Cascade and Bitter Root mountains. The Columbia, Snake, Clear Water, and Spokane rivers are to be crossed. The snow is but a few inches deep, and lasts but a short time—seldom over a fortnight. There is but one continuous period of cold weather, and that period has now passed. The mountain passes are all closed up with snows, which can only be scaled by snow-shoes. For these reasons the Indians cannot escape, should vigorous operations be made. On these plains our forces can operate well. There is abundant fuel for camps, grass for animals, and the rivers are low. The Indians must be struck now. But if we delay, in a few months the roots and fish will abound, supplying the Indians with food. The snows will melt, and the mountain passes will allow them hiding places. It is my opinion, if operations are deferred till summer they must be deferred till winter again.

What effect would it have on the Sound should nothing be done until May or June? The whole industrial community would be ruined; the Sound paralyzed; the husbandman would be kept in a state of suspense by rumors of war, and could not adhere to his pursuits; fields would not be tilled, and the Territory would starve out.

I am of the opinion that vigorous operations should be prosecuted on both sides of the Cascade mountains. Whenever it is practicable or expedient, it is best that volunteers should be mustered into the United States service. It should go to the authorities at home, that we endeavored to co-operate with the regular service. But there has been a breach of faith. Troops mustered into service were disbanded, in violation of a positive understanding; and it is now proper that the authorities of this Territory should conduct the movements of their own troops—co-operating with the regulars where such co-operations can be effective. I therefore do not think the volunteers of this Territory should be mustered into the United States service. I am ready to take the responsibility of raising them, independent of that service, and it is due to the Territory, and to myself, that the reasons for

assuming it should go to the President and the departments at Washington.

The spirit of prosecuting this war should be to accomplish a lasting peace—not to make treaties, but to punish their violation.

Gentlemen of the legislative assembly: I have done my duty. It was a pleasant feeling that actuated me on my mission, in making these treaties, to think I was doing something to civilize and render the condition of the Indian happier; and while justice and mercy should characterize the acts of our government, there should be no weakness—no imbecility. In nations, as well as individuals, we may apply the precept—a man who has deceived you once should not again be trusted. Let the blow strike where it is deserved. I am opposed to any treaties; I shall oppose any treaties with these hostile bands. I will protest against any and all treaties made with them; nothing but death is a mete punishment for their perfidy—their lives only should pay the forfeit. A friendly Nez Percé informed me that in the Cayuse tribe nineteen ill-disposed persons caused all the trouble. Could these be punished, the tribe could be governed. These turbulent persons should be seized and put to death. The tribes now at war must submit unconditionally to the justice, mercy, and leniency of our government. The guilty ones should suffer, and the remainder placed upon reservations, under the eye of the military. In a few years the policy might be changed. By such a decisive, energetic and firm course, the difficulty may be grappled with and peace restored.

Let not our hearts be discouraged. I have an abiding confidence in the future destiny of our Territory. Gloom must give way to sunlight. Let us never lose sight of the resources, capacities, and natural advantages of the Territory of Washington. We have an interior, soon to be filled up with settlements. Gold in considerable quantities has been discovered in the northern part of that interior. There are fine grazing tracts and rich agricultural vallies, and that interior *will fill up* when these Indian difficulties are at an end. Then, too, will the Sound resume its prosperity. Gather heart, then, fellow citizens. Do not now talk of leaving us in our hour of adversity, but stay till the shade of gloom is lifted, and await that destiny to be fulfilled. Let us all put hands together and rescue the Territory from its present difficulties, so that we all may feel that we had done our whole duty in the present exigency.

ISAAC I. STEVENS,
Governor, and Supt. Ind Aff's, Wash. Ter.

The Governor of Washington to the Secretary of War.

EXECUTIVE OFFICE, WASHINGTON TERRITORY,
Olympia, March 9, 1856.

SIR: Referring to my previous communication, setting forth the necessity of calling out volunteers to protect our settlements, and to co-operate with our regular troops in waging war upon the hostile

Indians, I have the honor to submit for the information of the department the present condition of the volunteer service.

The general plan of operations, and the staff arrangements made to give efficiency to the service, will be shown in General Orders No. 4, herewith enclosed.

It will thus appear that three battalions are to operate against the enemy.

The northern battalion is now rendezvousing at the falls of the Sno-qual-mie, will number about ninety men, and will be supported by Pat Kanim and his band of nearly one hundred friendly Indians. This battalion is ordered to establish block houses on the prairie above the falls of the Sno-qual-mie, and on Cedar creek; will be supplied with sixty days' provisions, and will prevent the Indians either crossing over the mountains by the passes of the Sno-qual-mie, or going down the Sno-ho-mish, to tamper with the friendly Indians on the reservations.

The central battalion, under Major Gilmore Hays, is now established at Connell's prairie, on the south side of White river, a block house and corral has been built, and the communication with the rear is secured by a ferry and block house on the Puyallup, and by block houses at Montgomery's and on the Yelm prairie. They have one hundred days' supplies of provisions, taken in by ox-teams, which have since been withdrawn, and will immediately establish block houses at the crossing of White river, to communicate with the regular force under the command of Lieutenant Colonel Casey, on the Muckleshoot prairie, and at Porter's, higher up on White river.

The cordial relations between the regulars and volunteers, mentioned in my last communication, still continue, and I have every assurance that our volunteers will do their duty.

The department will observe that one of the companies of this battalion is a company of pioneers. They are experienced axemen, and have rendered the most efficient service in opening roads and building block houses. The war will be emphatically a war of block houses.

In the movement of the troops upon the Muckleshoot, a decisive battle was fought with the Indians, in which the latter were signally defeated. Their establishment at Porter's has since been broken up, and they have been driven towards Green river. If they continue their retreat further, they will be met by the volunteers and friendly Indians of the northern battalion.

The southern battalion is still organizing, but their march to the interior will be delayed for a short time, in consequence of my finding myself obliged to order more than one company to the defence of the Sound. A band of hostiles, under the notorious Qui-e-muth, had, unknown to us, established themselves in the Nisqually bottom, within twelve miles of this place and the garrison at Steilacoom. We became aware of their presence one week since, they having on that day killed one of our citizens.

One of the teamsters had been for some days missing, and that he also had been killed was ascertained the same day. The whole force of the central battalion, except fifteen men, was then in the Indian country on White river. Immediately an express was dispatched to

the Columbia river, ordering Captain Maxon's mounted company to the Sound, and to-night his company will be at Jackson's, ninety miles on the road. The rapidity of the movement is the best evidence of the necessity of action, and the disposition of the troops to obey orders. In the meantime, I have raised the force of fifteen men to sixty, and, in addition, have sent twenty-nine friendly Indians into the field. These Indians are led by experienced white men.

These hostiles have, within ten days, driven off much stock, and have alarmed our entire settlements; we hope soon to rout them. It is necessary, however, to have considerable guards to all our trains. The mail from the Columbia river came in on Friday, with an escort of four men.

The danger is not so much from the harm which this band may of its own strength do, as it numbers not over forty warriors, but from the facility with which it may communicate with the friendly Indians on the reservations, and stir them up to hostility. Seattle is held by a company of volunteers, consisting of forty odd men, commanded by the chief justice of the Territory, Lieutenant Colonel Lander.

Lone Free Point, which commands a trail from the camp of the hostiles to the Sound, whence they may communicate with the reservations, is also held by a volunteer force of ten men. They have built a substantial block house.

Our people are not discouraged. Wherever four families are, they will build a block house, hold it against the Indians, and endeavor to get in their crops. Over one half of the able-bodied men on the Sound are bearing arms; our people have patriotically placed at the disposal of the authorities all their available means. We need aid from the general government—ample appropriations to defray the expenses of the war.

I have refused to receive into service a single man for local defence; all are enlisted for six months, subject to the orders of the executive.

In this way an effectual stop has been put to any attempt to enrol troops for nominal service, with a view of extorting pay and rations from the government.

I am, sir, very respectfully, your most obedient,

ISAAC I. STEVENS,
Governor Territory of Washington.

Hon. JEFFERSON DAVIS,
Secretary of War, Washington, D. C.

GENERAL ORDERS—No. 4.

1st. The 2d regiment of Washington Territory volunteers, called into the service of the United States against the Yakima and other hostile Indian tribes, will be organized into three battalions, to be designated respectively the northern, the central, and southern battalions.

2d. The northern battalion includes company G, commanded by

Captain Van Bokkelin; company I, Captain Howe; a detachment of company H, Captain Peabody, and will be commanded by a major, to be elected by the command upon its concentration.

3d. It will receive supplies and transportation from Quartermaster and Commissary Robinson, and move immediately up the river to the Snoqualmie falls.

4th. The central battalion, commanded by Major Gilmore Hays, will comprise company B, Captain Rabbeson; company C, Captain Henness, (mounted rangers;) the train guard, Captain Shead, and the pioneer company, commanded by Captain White, with detachment of scouts, commanded by Captain Swindall, of company F, and be supplied by Quartermaster and Commissary Weed, at the post of Olympia.

5th. This battalion will march to the Muckleshoot prairie, establishing block houses at the Yelm prairie, at Montgomery's station, and the crossing of the Puyallup river, and, forming a junction with the regulars, erect a depot, hospital, and block house at or near the forks of White and Green rivers.

6th. The southern battalion, commanded by Lieutenant Colonel Shaw, will organize from the companies now forming by Captains Maxen, Achilles, Higgins, and Pearson, upon the Columbia river, and will march to the Walla-Walla valley as soon as possible.

7th. The southern battalion will be supplied by Quartermaster and Commissary Hathaway, at Fort Vancouver.

8th. Officers commanding battalions will appoint adjutants for their commands.

9th. The battalion adjutant will conduct the military correspondence, make the necessary reports to this office, and keep the papers of the battalion.

10th. Quartermasters and commissaries will make their reports to Quartermaster and Commissary General Miller, at Olympia.

11th. Lieutenant Colonel Lander, commanding post at Seattle, will organize company A, of the 2d regiment of Washington Territory volunteers, with as many friendly Indians as may report to him, and make war upon the hostile savages infesting the forests between Elliott's bay and the country lying adjacent to Seattle, and co-operate with the naval forces now in the bay of Seattle, and will be supplied by Quartermaster and Commissary F. Mathias.

12th. Jared S. Hurd and H. R. Crosbie, esq., are appointed aids to the commander-in-chief, with the rank of lieutenant colonel.

13th. Eustis Huger is appointed acting adjutant to the 2d regiment W. T. volunteers, with the rank of first lieutenant.

14th. Sidney S. Ford, jr., is appointed a captain, and detached for the special service of organizing a force of friendly Indians of the Chehalis and Cowlitz tribes for operation upon the Puyallup.

15th. Captain C. W. Riley, with the force raised in Steilacoom, will build a fort at "Lone Tree Point," north of the mouth of the Puyallup, and occupy that post until further orders.

16th. Warren Gove is appointed quartermaster and commissary at the post of Steilacoom.

17th. A. H. Robie is appointed quartermaster and commissary of subsistence at the Dalles.

18th. G. K. Willard to be surgeon and purveyor of medicine and medical stores at headquarters.

19th. M. P. Burns is appointed a surgeon in the 2d regiment, and ordered for duty with the central battalion.

20th. Dr. R. M. Bigelow, surgeon for the northern battalion.

21st. The officer commanding the southern battalion will appoint a surgeon for his command, and report his name to this office, that a commission may issue.

22d. Edward Furste is appointed chief clerk to the quartermaster and commissary general.

23d. James Roberts is appointed military clerk to the office of the commander-in-chief.

24th. In all service of combined volunteer and Indian military forces, the military officer will take command of the whole.

25th. All officers commanding are requested to make reports to this office as frequently as practicable.

By order of the governor and commander-in-chief.

JAMES TILTON,
Adjutant General W. T. Volunteer Forces.

HEADQUARTERS, *Olympia, W. T., February* 25, 1856.

The Governor of Washington to the Secretary of War.

EXECUTIVE OFFICE, TERRITORY OF WASHINGTON,
Olympia, March 21, 1856.

SIR: In my two reports, of February 19 and March 9, I laid before the department the circumstances of my return from the Blackfeet country, the condition of the Territory, and the measures taken by me to call out volunteers and to apply them to the prosecution of the war. I now propose to lay before the department a full view of the whole matter, and to indicate the measures which, in my judgment, are still necessary to protect these distant settlements, and to inflict that summary chastisement upon the Indians demanded both by their unprovoked atrocities and the permanent peace of the country.

I have caused two maps to be prepared; one of the country west of the Cascades, showing the points now occupied by that portion of the friendly Indians who, for five months, have been under the charge of local agents; the lines occupied by the regular troops now in the field under the command of Lieutenant Colonel Casey; the point occupied by the naval forces; the lines occupied by the volunteer forces now in the field; the block houses occupied by our citizens; the lines of supplies; the depots for their protection; the country occupied by the hostiles; the lines over which reinforcements can come to them from east of the Cascades; and one of the country east of the Cascades, showing the tribes, the lines of communication, and the points at the

latest advices occupied by the hostiles. The number of souls and of warriors will be shown on this map.

A glance at the first map will show that the citizens of the Territory have, for the protection of their families, and to get in and harvest their crops, and in connexion with the military service of the Territory, built some thirty-three block houses and depots. Of these some are large establishments. Fort Henniss, in Mound prairie, is a large stockade, with block houses at the alternate corners, with buildings inside affording shelter to all the families of that flourishing settlement. At Nathan Eaton's the defences consist of sixteen log buildings in a square, facing inwards, the object being not only to collect the families for protection, but to send out a scouting party of some fifteen men when marauders are in the vicinity.

This point is within four miles of the Nisqually bottom, which was the headquarters for four weeks of a band of hostiles, and is central to many Indian trails.

On Skocham bay there is an establishment of the same character, and nearly as large as Fort Henniss. The latter was built by one of the volunteer companies of the new levies, but the former entirely by the citizens, without any aid from the territorial authorities.

The settlements are now so secured by block houses that the citizens will hold them, even should every Indian in the Sound become hostile, and be reinforced by large bands from the north.

The whole country on the eastern shore of the Sound, from the Shookum creek to Snow-how-mish, is a war ground. No friendly Indian is allowed there except he has a pass from an authorized agent stating his specific business, or he be connected with the military and naval service. Two parties of Indian auxiliaries are now in the field, besides which, quite a number of Indians are employed as spies, guides, and in canoe service.

I will now give you a condensed view of the present condition of the military operations on the sound.

1. The regular troops now occupy the Muckleshoot prairie as their central position. The line of communication to Steilacoom is secured by a block house and ferry at the crossing of the Puyallup. A company has been sent to Seattle to move up the Duamish and open a communication with the central position. A block house will be established at the mouth of Cedar creek, and probably one at John Thomas'. The force under Lieutenant Colonel Casey has been very active, and this gallant officer has made the most favorable impression upon our people.

2. The naval forces occupy Seattle. This place is also held by a company of volunteers, who, for some days, have been under orders to occupy the line of the Dunamish, and who, in that duty, will cooperate with the company sent there by Lieutenant Colonel Casey.

3. The northern battalion have their headquarters at Fort Tilton, near the falls of the Sno-qual-mie They number about ninety white men, and about the same number of friendly Indians, under Pat Kannim. They will establish block houses in the prairie above the falls and on Cedar creek, and will extend their scouts to the Muckleshoot and Dunamish.

4. To circumscribe the field occupied by the enemy, I have suggested to Captain Swartwout, in command of the naval forces, a joint operation upon the lake back of Seattle, a block house to be built on the lake at the nearest point to Seattle, a good road opened with Seattle, and boats from the navy, with one hundred men, to be placed on the lake. Captain Swartwout does not, however, by his instructions, feel authorized either to co-operate with the military authorities of the Territory, or to take part in any operation carrying his force away from the immediate shore of the Sound. I enclose a copy of my letter to Captain Swartwout and of his reply thereto.

5. The central battalion have their headquarters at Cornell's prairie and at Porter's. The communication with the rear is received by a block house and ferry, at the crossing of the Puyallup, and block houses at Montgomery's, at the Yellem Prairie, at Nathan Eaton's, and Jones'. This battalion numbers in the field, including the garrison of Yellem and Montgomery's and the crossing of the Puyallup, about 150 men.

6. Our supplies are drawn mainly from the country between this point and the Cowlitz landing. The route is well secured by block houses.

7. Lone Tree Point is also held by a volunteer force of ten men. It guards several important trails.

8. Bellingham Bay has its block house defended by fifteen men of Captain Peabody's company.

9. The southern battalion, on its arrival on the Sound, will be for the most part dismounted and sent to reinforce the central battalion. The two battalions will then operate up White river, towards the Nachess pass, co-operating with Lieutenant Colonel Casey.

The map of the country east of the Cascades will show the large number of Indians already hostile, or who may be incited to hostility, the ease with which they may communicate with each other, the great number of excellent trails, the large extent of country embraced in the theatre of operations, and the facility with which reinforcements can be sent over the Cascades.

Hence the importance of the most vigorous and decisive blows to get possession of the whole country east of the Sound, now invested with the savages, and to hold in our hands the routes over the Cascades, before they become practicable in May, and hence the necessity of the most vigorous measures east of the Cascades, in order that the Indians may be simultaneously struck in the Yakima country.

It is probable that the hostile Indians rather exceed the minimum estimate of two hundred men, as stated in my memoir to General Wool, a copy of which has been sent to the department, but I do not think they will be found to exceed three hundred men.

Their headquarters have been on the Muckleshoot prairie, now occupied by Lieutenant Colonel Casey, and now they have moved up either White or Green river. But there are bands also on the lake back of Seattle, and probably of Cedar creek.

The map will show that the hostiles are only within a few hours distance of every reservation. There are many trails known only to

the Indians, and it will not be possible, in any contingency, entirely to prevent communication.

From the hostile camps marauding parties can steal out, and turning the heads of the Puyallup and Nisqually, they can, in from six to twelve hours, strike any settlement from Steilacoom to the Cowlitz landing. More than this, there are places where they can on this line of settlements establish themselves, and for many days defy all our efforts to drive them out.

Consider the face of the country, prairies and heavy timber, and many streams, almost impenetrable brushwood on the banks, and heavy drift along either shore, there is not a road or trail of twenty miles in the whole Sound country which does not afford one or more excellent ambuscades.

Between this place and Cowlitz landing are two Indian reservations. The Chehales and Cowlitz. The former can easily be incited to hostility and they number a little more than one hundred warriors. We know of some three or four men who are endeavoring to stir up the tribe to war. My plan has been to get up a small auxiliary force of some fifteen of the best men of the tribe, who make scouts every few days towards the head of the Shookum-chuck. It has been found to work well. The difficulty is, that if the men of the tribe, believed to be in alliance with "Leschi," were summarily disposed of, the whole tribe would break out. We have no positive evidence, except the impression of their commander, Captain Ford, who is of opinion, that in his last trip ten of the men tried to kill him. He has great daring and presence of mind, and he believes he can prevent an outbreak.

So of the reservation opposite Olympia, Lieutenant Gosnell has made one scout in the Nisqually bottom of ten days, with fourteen Indians. Yesterday morning he started out on a scout of three days, with thirty Indians. The effect of the first scout was salutary. Such will, I doubt not, be the effect of the second. Yet on the first scout Lieutenant Gosnell went with his life in his hands. Some of his Indians were more than suspected, and he went with them alone.

The most melancholy feature of this war is that the Indians who have taken the lead in murdering our men, our women, and our children were those who have received the most favors from the whites, and were held by them in the most consideration. Many cases have occurred of Indians killing their friends and benefactors. Are you surprised that a general distrust of all Indians pervades the public mind? Therefore, consider the task which has been imposed upon the territorial authorities, to see to it that the Indians not taking part with the hostiles are treated as friends.

In short, the whole country is a frontier, within a few hours of the camp of the hostile Indians, and with four thousand friendly Indians in our midst, of whose faith we cannot be certain.

Our safety lies in two things: first, to carry the war against the hostiles with the whole force of the Territory, and to bring them to unconditional submission; and, second, to give no cause of offence to the friendly Indians, even in the cases of persons more than suspected.

You have served in an Indian country, and know something of In-

dian modes of thinking, and can appreciate that, when, in a contest like this, troops have once entered the field, they must not be withdrawn till they have accomplished the object for which they were sent into the field. There must be no changes of plan. We must push forward and do the work we have undertaken, else the Indian will say *he* has driven us from the field, and thereby get large accessions from tribes who otherwise would continue friendly.

General Wool has recently visited this Sound, and, with a full knowledge of the course taken by me in calling out the volunteers of the Territory, of the cordial spirit of co-operation between Lieutenant Colonel Casey and myself, and of the fact that the volunteers were actually in the field engaging the enemy, has ignored effectually the necessity of this, but has practically admitted it in directing Colonel Casey to make a requisition upon me for two companies of volunteers. This requisition I have refused to comply with, for reasons which will be found in my letter to Colonel Casey and Major General Wool, herewith enclosed.

Those reasons, it seems to me, are conclusive, and they show the necessity of removing from the command of the department of the Pacific a man who has by his acts, so far as this Territory is concerned, shown an utter incapacity.

I will most respectfully call your attention to my letter to General Wool, and to his letter to which mine was an answer, and I simply ask that justice may be done between us.

So long as I am the governor of Washington, and till I receive instructions from my superiors, I shall pass on in the path indicated in that letter to General Wool.

I beg leave respectfully to recapitulate, briefly, the points of difference.

1. General Wool states that the movement of the Oregon volunteers was entirely unnecessary, and precipitated the Walla-Walla and other tribes into hostility.

I assert that this movement probably saved my party from destruction, and that the Indians then hostile had been so even before the Oregon volunteers moved against them.

2. General Wool states that Governor Curry had no right to move his troops into the Territory of Washington.

I assert, and have shown, that the Oregon volunteers fought the Indians mainly of Oregon, and that, near the confines of the two Territories.

3. General Wool states, that if the Oregon volunteers are withdrawn, he will have no trouble in managing affairs and keeping the Nez Percés friendly.

I state, officially, to General Wool and to the department, that the Nez Percés are in my hands, and that without an armed man I will undertake to keep the Nez Percés friendly, if General Wool does not interfere with me in the management of these Indians. But I also state that General Wool, in addition to his regular force, will require the best efforts of the Oregon volunteers, to *strike such blows this spring and summer as will protect the settlements.* He can do nothing more.

He must wait till next winter to strike blows to end the war east of the Cascades. I refer to my memoir.

The department will thus see that I consider the war east of the Cascades of great magnitude, and that it would have been vastly greater were it not for the concurrence of two things. 1st. The movement of the Oregon volunteers to the Walla-Walla valley; and 2d. My return *by the direct route, and not by the way of New York.*

It is simply an exigency to be met, and met by all the authorities in the spirit of cordial co-operation, looking to the public good alone, without any reference to personal considerations.

I have therefore suggested to General Wool the necessity of recognizing the services of the Oregon volunteers; but I expect nothing from him, and I shall therefore take my own course, with the determination that if disasters shall occur, not a tittle of the responsibility shall be attached to me.

The war here must be ended as rapidly as possible, and all the disposable force kept in the field till the enemy's country is occupied and his force be scattered.

All our horsemen must then be ready to cross the Cascades to move against the hostiles, who may then, with greatly superior numbers, be encountering the troops.

I have therefore ordered all the troops from the Columbia valley to to the Sound, and have directed a train of 100 pack animals and 40 wagons to be ready to cross the Nachess the last of May.

I have ordered that supplies and transportation be engaged, to place in depot at Walla-Walla 75 days' provisions for 250 men.

The Oregon volunteers have crossed Snake river, and have already probably struck the enemy. Should they succeed in striking, on their return, the enemy in the Yakima country, and should the movement be followed up by the regular troops, I trust that my operations will be confined to the country on the Sound.

Should, however, nothing decisive be done in the Yakima country till the passes are open, our situation here will be critical, and the defence of the Sound, as regards the Indians east of the Cascades, may be best accomplished by waging war against them in their own country.

I have looked to this exigency from the beginning; hence volunteers were raised for six months; have supplies and transportation for the same period. But we will be prepared for the worst and hope for the best.

The following papers accompany this report:

1. Copy of General Wool's reply of February 12, 1856, to my memoir to him of the 23d December and 29th January. This memoir has already been transmitted to the War Department.

2. Copy of my answer to this reply, dated March.

3. Copy of my letter to General Wool, on his arrival at Steilacoom, introducing Adjutant General Tilton, and expressing my desire to cooperate with the regular service.

4. Copy of Lieutenant Colonel Casey's letter, calling on me for two companies of volunteers.

5. Copy of my answer to the same, declining to call out the companies.

6. A copy of my letter to Captain Swartwout, commanding naval forces in the Sound, proposing a combined movement of the military and naval forces.

7. Copy of Captain Swartwout's letter, declining to co-operate.

I have thus endeavored to lay before the department the condition of affairs, and the measures of preparation and precaution taken by me to protect our suffering people, and I have the honor, sir, to be, very respectfully, your most obedient,

ISAAC I. STEVENS,
Governor Territory of Washington.

Hon. JEFFERSON DAVIS,
Secretary of War, Washington City.

No. 1.

HEADQUARTERS DEPARTMENT OF THE PACIFIC,
Benicia, California, February 12, 1856.

SIR: I received your communication of the 23d of December, and 29th January, 1856, on the 6th instant, but too late to reply to it by the return steamer. For the information which it imparts you have my thanks. When you know my instructions to Colonel Wright, of the 9th infantry, at Vancouver, you will discover that many of your suggestions have been anticipated. In presenting, however, your plan of campaign, which is a very extended one, you should have recollected that I have neither the resources of a Territory, nor the Treasury of the United States, at my command. Still you may be assured that the war against the Indians will be prosecuted with all the vigor, promptness and efficiency I am master of, at the same time without wasting unnecessarily the means and resources at my disposal by untimely and unproductive expeditions. With the additional force which recently arrived at Vancouver and at the Dalles, I think I shall be able to bring the war to a close in a few months, provided the extermination of the Indians, which I do not approve of, is not determined on, and private war prevented, and the volunteers withdrawn from the Walla-Walla country.

Whilst I was in Oregon it was reported to me, that many citizens, with a due proportion of volunteers, and two newspapers, advocated the extermination of the Indians. This principle has been acted on in several instances, without discriminating between enemies and friends, which has been the cause in southern Oregon of sacrificing many innocent and worthy citizens. As in the case of Major Lupton and his party, (volunteers,) who killed twenty-five Indians, eighteen of whom were women and children. These were friendly Indians, on their way to the Indian reservation, where they expected protection from the whites. This barbarous act is the cause of the present contest in the Rogue River country, and as Captain Judah, U. S. A., reports, is retaliatory of the conduct of Major Lupton.

By the same mail which brought me your communication, I received

one—now before me, from a person who I think incapable of misrepresentation—which informs me that the friendly Cayuses are every day menaced with death by Governor Curry's volunteers. The writer says they have despoiled these Indians—who have so nobly followed the advice of Mr. Palmer to remain faithful friends to the Americans—of their provisions. To-day he says these same volunteers, without discipline and without orders, are not yet satisfied with rapine and injustice, and wish to take away the small remnant of animals and provisions left. Every day they run off the horses and cattle of the friendly Indians. These have become indignant, and will not be much longer restrained from resisting conduct so unworthy of the whites, who have made them so many promises to respect and protect them if they remained faithful friends. The writer further says, if the volunteers are not arrested in their brigand actions, the Indians will save themselves by flying to the homes of their relations, the Nez Percés, who have promised them help, and then all the Indians of Oregon and Washington would join in the common defence. This information is in a great measure confirmed by a person who, I am assured, enjoys your respect and confidence.

I need not say, although I had previously instructed Colonel Wright to take possession of the Walla-Walla country at the earliest moment practicable, that I directed him to give protection as soon as he could to the friendly Cayuses from the depredations of the volunteers. It is such conduct as here complained of that irritates and greatly increases the ranks of the hostile tribes; and if the Nez Percés join in the war against us, which I hope to prevent, we shall require a much larger force than we now have in Washington and Oregon Territories to resist savage barbarities and to protect the whites.

I have recently sent to Puget Sound two companies of the 9th infantry. These, with the three companies there, will give a force of nearly or quite four hundred regulars, commanded by Lieutenant Colonel Casey. This force, with several ships of war in the Sound, to which will be added, in a few days, the United States steamer Massachusetts, it seems to me, if rightly directed, ought to be sufficient to bring to terms two hundred Indian warriors. Captain Keyes, in his last report received, says there are not quite two hundred in arms in that region. Lieutenant Colonel Casey has been directed to prosecute the war with the greatest vigilance and activity. The gallant Captain Swartwout, who goes in the Massachusetts, commander-in-chief of the naval forces in the Sound, will, I am assured, zealously, efficiently, and, I trust, successfully co-operate with Colonel Casey to bring the war to a close.

In regard to the operations east of the Cascade mountains, if Governor Curry's volunteers have not driven the friendly Cayuses and the Nez Percés into the ranks of the hostile tribes, (and they should be withdrawn from the Walla-Walla country,) I have great hopes that I shall be able to bring the Indians in that region to terms, notwithstanding the volunteers killed the chief, Pee-pee-mox-mox, scalped him, cut off his ears and hands, as reported by volunteers, and sent them to their friends in Oregon. All this, too, after he met them under a flag of truce, declaring he "was for peace, that he did not

wish to fight, that his people did not wish to fight," and that if any of his young men had done wrong he would make restitution, while he at the same time offered the volunteers cattle for food. Such conduct may have caused feelings difficult to overcome. I trust, however, I will be able to do it.

As soon as the war is terminated east of the Cascade mountains, I will be able to send all my disposable forces against the Indians in Rogue river and Puget Sound. It is, however, due to truth to say, at no time were volunteers required, or in any sense of the term necessary, for the defence of the inhabitants of Oregon, from the depredations or barbarities of Indians occupying the country east of the Cascade mountains. Nor was there any circumstance to justify Governor Curry in sending his troops from Oregon to Washington Territory to make war on the Walla-Wallas, from whom the Oregonians had no danger whatever to apprehend. On this subject I would refer you to the report of the Secretary of War, dated the 3d of December, relative to the affairs of the army, in which he says, "the department at this distance, and in the absence of more definite information, especially in regard to the extent of the combination among the hostile tribes, cannot judge what volunteer reinforcements to the regular troops may be necessary. This is a matter which must necessarily be left to the military commander in the department of the Pacific."

At the conclusion of your communication you say "it is due to frankness that I should state that I have determined to submit to the department the course taken by the military authorities in disbanding the troops raised in the Territory of Washington for my relief. No effort was made, although the facts were presented both to Major General Wool and Major Raines to send me assistance. The regular troops were all withdrawn into garrison, and I was left to make my way the best I could through tribes known to be hostile. It remains to be seen whether the commissioner, selected by the President to make treaties with Indians in the interior of the continent, is to be ignored and his safety left to chance."

In your "frankness" and determination to represent me to the department, I trust you will be governed by truth, and truth only. Perhaps it is equally due to frankness on my part to say, that your communication is the first that I have received in relation to yourself, or on any subject whatever touching the Indian war, from any civil functionary either in Washington or Oregon Territories; and I have received but one from the military, and that was from Colonel Nesmith, who requested me to furnish him with two howitzers, which I refused. I have only to add that I disbanded no troops raised for your relief; and your communication gave me the first intelligence that any were raised for such a purpose.

I am, very respectfully, your obedient servant,

JOHN E. WOOL,
Major General.

To his Excellency ISAAC I. STEVENS,
Governor of Washington Territory.

No. 2.

EXECUTIVE OFFICE, WASHINGTON TERRITORY,
Olympia, March 20, 1856.

SIR: I have the honor to acknowledge the receipt of your communication of the 12th February, and to state generally, in answer thereto, that the events of the past four weeks, in connexion with your own official course, affords satisfactory evidence that the most objectionable positions of your letter have been abandoned, and that you have finally become awakened to the true condition of the Indian war, and are seeking to make some amends for the unfortunate blunders of the past.

You have probably learned how much you have been misled in your views of the operations of the Oregon volunteers, and how much unnecessary sympathy you have wasted upon the infamous Pee-pee-mox-mox. For your own reputation have I felt pain at the statements made in your letter to me, for I am the authoritative witness in the case, and in the letter which submitted your own action, in refusing to send me succor, I have presented briefly the facts, showing the unmitigated hostility of that chief. I assert that I can prove, by incontestible evidence, that Pee-pee-mox-mox had been hostile for months; that he exerted his influence to effect a general combination of the tribes; that he plundered Walla-Walla and the settlers of the valley, distributing the spoils to his men and the neighboring tribes as war trophies; that he rejected the intercession of the friendly Nez Percés to continue peaceful; that he had sworn to take my life and cut off my party; and that he and the adjoining tribes of Oregon and Washington had taken up their military position as warriors at the proper points of the Walla-Walla valley; and all this before the volunteers of Oregon moved upon him.

Pee-pee-mox-mox was slain fairly. I have investigated that matter on the ground, having not only the testimony of the officers of the Oregon volunteers and the eye-witnesses of his death, but the testimony of the friendly Indians, both Cayuses and Nez Percés. He was not entrapped by a flag of truce. I, of course, reprobate the indignities subsequently committed upon his person.

Are you aware, sir, that the great victory achieved by the gallant volunteers of Oregon, in the Walla-Walla valley, was fought near the line separating the two Territories, and that more of the Indians of Oregon were engaged in it than the Indians of Washington? Your letter would seem to show that you were ignorant of this fact. Where, sir, did you derive your information?

Half the Walla-Wallas live permanently in Oregon; all the Umatillas; over one-half of the Cayuses; all the John Days, Des-chutes, and Tigh Indians.

These were the Indians that met the volunteers of Oregon, and all these Indians were, by an arrangement made between General Palmer and myself, under the charge of the Oregon agents.

These Indians were reinforced, after the first three days fight, by one hundred Palouses, detached from the force under Kam-ai-a-kin.

That some turbulent men of the Oregon volunteers have done injury to the friendly Cayuses, is unquestionable, and it is reprobated by the authorities and the citizens of both Territories. It has, however, been grossly exaggerated. Had, sir, the regulars moved up to Walla-Walla valley, as I most earnestly urged both Major Raines and Colonel Wright, both by letter and in person, these Indians would have been protected. They could not act because they had no authority from you.

The presence of a single company would have been sufficient. The responsibility, if evil follows, will attach, sir, to you as well as to the volunteers of Oregon.

The Nez Perces, though a portion live in Oregon, are, by the arrangement before referred to between General Palmer and myself, all under my administrative charge, and if left alone will continue friendly.

I have heard from them long since the friend to whom you allude. I have a staff officer in their country. They are organized for self protection, and if your operations are conducted with ordinary judgment, there will not a man of them join in the war. I have to refer you, sir, to my memoir for my views, which will be found to bear the test of experience, and I would advise you, sir, in considering that memoir to bear in mind, that, as regards the opinion of men, who with perhaps not very inferior abilities to your own, bring greater special experience, and a knowledge of the country and the Indians, to which you cannot pretend, it will be prudent not to despise them.

In your letter of the 12th January, you state, "I have recently sent to Puget's Sound two companies of the 9th infantry. These, with the three companies there, will give a force of nearly or quite four hundred regulars, commanded by Lieutenant Colonel Casey. This force, with several ships of war in the Sound, to which will be added, in a few days, the United States steamer Massachusetts, it seems to me, if rightly directed, ought to be sufficient to bring to terms two hundred Indian warriors. Captain Keyes, in his last report received, says there are not quite two hundred in arms in that region."

Here you have expressed a very confident opinion; you thought proper to quote Captain Keyes as to the number of Indians. But you found it did not suit your purpose to refer to the requisitions he had made upon you for six additional companies, two of which only had been sent forward. Nor could you find time to refer to the fact that Colonel Casey had recommended, after the war was over, that eight companies should be permanently stationed for the protection of the Sound. You think volunteers entirely unnecessary. All this after having received from the executive of the Territory information as to the condition of the country.

It is now March, a month later, and you send two additional companies of regulars, and direct Colonel Casey to call upon me for two companies of volunteers. Thus have you practically acknowledged that you were wrong and that I was right, and thus have I your testimony as against yourself in vindication of the necessity of my calling out volunteers.

As regards this call for volunteers, it is to be presumed "that

Colonel Casey informed you that the whole available force of the Sound Territory was bearing arms, and that the great proportion of them were actively engaging the enemy; that, organized in two battalions, the northern battalion occupied the line of the Snow-how-mish, where they are establishing block houses and closing the passes of the Sno-qual-mie; that the central battalion was occupying the military road on the Nachess, in relation to which road and its military bearings your aid-de-camp, Lieutenant Arnold, will be able to give you full information; and that on both lines decisive blows had been struck; and, also, that it was beyond the ability of our citizens to raise an additional company of even fifty men to honor your requisition.

I have a right to hold you to a full knowledge of our condition here. If you say you were uninformed, then you are not fit for your position and should give place to a better man. If you were informed, then your measures, as a military man, manifest an incapacity beyond example.

Therefore, the call upon me for two companies of volunteers is a call upon me to withdraw the troops now in the field with sixty to eighty days' provisions, after decisive blows had been struck, and when everything is ready to strike *a*, and, perhaps, *the* decisive blow to end the war.

I am too old a soldier ever to abandon a well considered plan of campaign, or to do otherwise than to push forward, with all my energies, in the path marked out, promising, as it does, the speedy termination of the war; and, sir, I am too wary a man not to detect the snare which has been laid for me.

You never expected, sir, that the requisition would be complied with; you knew it was a practical impossibility. But not having the courage to acknowledge your error, it was resorted to, in the hope that my refusing your requisition might enable you to occupy my vantage ground and throw me on the defensive. I hold you, sir, to the facts of the case, clearly demonstrating, and by your own confession, too, the propriety of my course and the necessity, on my part, of a steady adherence to it.

I enclose a copy of my letter to Lieutenant Colonel Casey, in which my views in regard to this scheme of yours is given in full.

You have referred to the atrocities committed upon the friendly Indians by the whites. I know nothing of what has occurred in southern Oregon, but I have to state that no man, to my knowledge, in the Territory of Washington, advocates the extermination of the Indians. The authorities here have not only used every exertion to protect them, but their exertions have been completely successful. Did you learn, sir, in your brief visit to the Sound, that nearly four thousand friendly Indians have been moved from the *war ground on the eastern shore of the Sound and its vicinity* to the adjacent islands, and have for nearly five months been living in charge of local agents? That not an Indian, in the whole course of this war, has been killed by the whites, except in battle? That when a military commission, composed of a majority of volunteer officers, tried, some months since, eight Indians, only one was convicted, and that the sentence of death

upon him has not not yet been executed? It is the good con-
our people, sir, that has so strengthened the hands of the au-
s, as to enable them to control these friendly Indians and pre-
ıy considerable accession to the ranks of the hostile.
yet we have daily rumors, and have had for the last five
ı, that this tribe and that would break out. For at times great
ıess has prevailed amongst them; and they are Indians, and,
, they sympathise with their brethren. But the course of the
ties has been firm, energetic, and decisive, commanding the
nce of the community and the affections of the Indians.
les these four thousand on reservations in charge of local
we have three thousand more, on the western shore of the
and on the Straits of Fuca.
re recently heard from the Nez Percés, the Cœur d'Alênes, and
okanes. The former are firm in their allegiance. But the
es urge me to have a military force in the great prairie, be-
hem and the hostile Indians, so these latter may not be driven
: country, and thus incite their young men to war.
letter of Garry, the chief of the Spokanes, is a most plaintive
nest call for help, so his hands may be strengthened in keep-
people to their plighted faith; and the coincidence is remark-
ıat this Indian chief, a white man in education and views of
ould ask me to do the very thing I have urged upon you; for
ll remember, in my memoir, I urge that the troops in operat-
ıinst the Indians should be interposed between the friendly and
tribes, to prevent those now friendly from joining in the war.
, sir, studied the character of these Indians, and my views as to
luence upon the friendly Indians, of the mode of carrying on
r against the hostiles, are confirmed by the only highly edu-
ndian of either Oregon or Washington, and the head chief of
y tribe in reference to which I made this recommendation and
: most solicitude.
a word has ever passed between us in reference to the subject.
are doubtless informed that the Indians have commenced offen-
erations east of the Cascades, and have attacked the steamers
between the Cascades and the Dalles, and the trains moving
ı Walla-Walla.
bold course will enable them to operate upon the Spokane,
lvilles, the Okinekanes, the Lower Pend d'Oreilles, the Cœur
es, who have five hundred warriors, and the tribes north of the
ho had three to five hundred more, unless struck east of the
es before the close of May, you will have to meet a combination
ı 1,800 to 2,000 warriors. Their families and stock will be in
retreats in the mountains, and unless before that time the
ı here are completely subdued, the passes over the mountains
by block houses, it will be within the range of probabilities,
large portion of the friendly Indians on the Sound can be inci-
ıostilities. The Clikatats and Yakimas know all the passes of
cades, and can readily cross after the month of May. Hence
essity of the most vigorons blows now, of no changes of plan,
ng troops in the settlements, to guard against any sudden out-
ıf the friendly Indians.

Two men have recently been killed within sixteen miles of the capital of the Territory, by a band of marauders who have only been driven out within the last few days.

It seems to me that the present condition of things imposes upon you the necessity of recognizing the services of the volunteers of the two Territories now in the field, and of your doing everything to facilitate their operations. But if you waste your exertions in the fruitless effort to induce either the authorities to withdraw their troops, to abandon their plan of campaign, in order to comply with your requisitions or to meet your peculiar notions, I warn you now, sir, that I, as the Governor of Washington, will cast upon you the whole responsibility of any difficulty which may arise in consequence, and that by my firm, steady and energetic course, and by my determination to co-operate with the regular service, whatever may be the provocation to the contrary, I will vindicate the justice of my course, and maintain my reputation as a faithful public servant. I warn you, sir, that unless your course is changed, you will have difficulties in relation to which your own salvation will be the firm and decided policy of the two Territories, whose services you have ignored, whose people you have calumniated, and whose respect you have long ceased to possess.

You have erred in your judgment as to volunteers being needed at all here, and, as I have before observed, in calling for volunteers after increasing a force deemed by you sufficient, two companies, you have vindicated the justice and necessity of my acts in organizing the people of the Territory, as its executive.

I have thus practically your own endorsement that I have judged rightly, when you were in error, and my judgment having thus been sanctioned in calling out volunteers, I prefer to rely upon it in the matter both of the number required and the organization which will give them the most efficiency.

Can you presume, sir, to be able to correct your opinions by a hasty visit to the Sound for a few hours, and do you expect that having taken my deliberate course, that I shall change my plans on a single intimation from you, without even a conference between us? Were you desirous, sir, to harmonize and unite the elements of strength on the Sound, you would have seen that it was your duty, at least, to have informed me of your presence, and to have invited me to a conference. There was ample time for it. For it was less difficult for me to reach you on receiving notice than Colonel Casey, and I have shown throughout the most anxious desire to co-operate with the regular service.

Whilst in the country in the fall and winter you complained that the authorities of the two Territories did not communicate with you, why did you not inform me of your presence in the Sound, on your arrival at Steilacoom?

I learned of your probable arrival by simply learning on Saturday morning, by my express, of your having left Vancouver, and I immediately dispatched the chief of my staff to wait upon you with a letter. But you were gone, and whether you did not know the courtesy due to the civil authorities of this Territory, who had taken the proper course to place themselves in relations with you, or whether

ng off horses, and now they have more than recovered from
ige of that defeat. They are making attacks on the whole
ommunication, and are now firm and united, more hopeful,
e more strength than when the war was commenced.
, sir, would have been the effect if Governor Curry had not
e movement which you condemn, and my party with the
Nez Percés had been cut off. Sir, there would have been a
e of war between the Cascade and Bitter Root, and three
l warriors would now be in arms. Every tribe would have
ncluding the Snakes, and the spirit of hostility would have
ast of the Bitter Root to the Upper Pend d'Oreilles.
eve, sir, I would have forced my way through the five or six
hostiles in the Walla-Walla valley with fifty odd white men
hundred and fifty Nez Percés. Would you have expected it?
e country expect it? And what was the duty of those having
t their command? Governor Curry sent his volunteers, and
the enemy. You disbanded the company of Washington
y volunteers raised especially to be sent to my aid.
e reported your refusal to send me succor to the Department
, and have given some of the circumstances attending that
The company was under the command of Captain William
Before your arrived, there was a pledge that it should be
d into the regular service and sent to my assistance. Major
informed me that he did everything in his power to induce
end it on. William McKay informs me that he called on you
ly, and that you would do nothing. I am informed that your
-de-camp, Lieutenant Arnold, endeavored to get you to change
termination. What was your answer? "Governor Stevens
care of himself." "Governor Stevens will go down the Mis-
"Governor Stevens will get aid from General Harney." "If
r Stevens wants aid he will send for it." These were your
, according to the changing humor of the moment.

No. 3.

EXECUTIVE OFFICE, TERRITORY OF WASHINGTON,
Olympia, March 15, 1856.

SIR: I have this morning heard of your arrival in the Territory of Washington, of your having left Vancouver in a steamer for the Sound, and that you are now probably at Steilacoom.

In the discharge of my responsibilities as the highest federal officer of the Territory of Washington, and in view of my oath of office, I have called out a large force of volunteers and a band of Indian auxiliaries, who are now actively engaging the enemy in the field.

Actuated by no motive than the public good, I have endeavored to co-operate with the military and naval forces in the Sound, with the object that all and every available means of carrying on the war should be applied as a unit to its prosecution.

I therefore send the adjutant general of the volunteer forces, James Tilton, esq., to confer with you. He is instructed to advise you of the plan of operations which I have adopted, the force in the field, and the condition of the country.

I have to assure you of my desire to co-operate with you in any plans which you may think proper to adopt, and I shall be pleased to hear from you in reference to the prosecution of the campaign.

Very respectfully, your obedient servant,

ISAAC I. STEVENS,
Governor and Commander-in-chief.

Major General JOHN E. WOOL,
Commanding Pacific division.

No. 4.

HEADQUARTERS, PUGET SOUND,
District Fort Steilacoom, Washington Territory, March 15, 1856.

SIR: I respectfully request that you will at once issue your proclamation, calling into the service of the United States two companies of volunteers, to serve on foot, for the period of four months, unless sooner discharged. Each company to consist of one captain, one first and one second lieutenant, four sergeants, four corporals, and seventy privates.

I wish both companies to be mustered into service at Fort Steilacoom.

The authority for calling for the above named troops has been given by the general commanding the department of the Pacific.

I received, yesterday, an accession of two companies of the ninth infantry. With this accession of force, and the two companies of volunteers called for, I am of the opinion that I shall have a sufficient

number of troops to protect this frontier, without the aid of those now in the service of the Territory.

Very respectfully, your obedient servant,

SILAS CASEY,
Lieutenant colonel 9th infantry,
commanding Puget Sound district.

His Excellency I. I. STEVENS,
Governor Washington Territory,
Olympia, Washington Territory.

No. 5.

EXECUTIVE OFFICE, WASHINGTON TERRITORY,
Olympia, March 16, 1856.

SIR: I have received your letter of the 15th instant, advising me of the accession to your command of two companies of regulars, and requesting me to issue my proclamation calling into the service of the United States two companies of volunteers, to serve on foot for the period of four months, unless sooner discharged. These companies you wish to be mustered into the service at Fort Steilacoom.

You also express the opinion that if this requisition be complied with you will have a sufficient number of troops to protect this frontier, without the aid of those now in the service of the Territory.

I am also advised that you have been authorized to make this requisition for troops by the general commanding the department of the Pacific.

You have been informed by me not only of the volunteer force which has been called out to protect the settlements and to wage war upon the Indians, but of the plan of campaign which I have adopted, of the position which these troops occupy, and of the blows already struck by them against the enemy.

I take it for granted that this information has been communicated to General Wool, and has been considered by him in his official action.

In the two visits which I have made to Steilacoom to confer with you, one of them made at great personal inconvenience, I have waived etiquette in my anxious desire to co-operate with the regular service. I have communicated unreservedly my plans and views, and have endeavored, so far as my sphere was concerned, to conduct affairs in a way to insure the whole force operating as a unit in the prosecution of the war.

I am happy to say that in our several intercourses and communications you have met me in the same spirit of co-operation, to the extent that the impression has been made upon my mind, that such disposition had been made of the volunteers, in your opinion, as to make them an efficient element in the general combination.

Now your requisition on me to issue my proclamation to call into the United States service two companies of volunteers, in connexion with the expression of your opinion, that if the call be complied with the services of the troops now in the service of the Territory may be

dispensed with, is, in fact, a call on me to withdraw all the troops now in the field with their sixty to eighty days' provisions, to abandon the block houses, to leave the settlements both north and south open to the attacks of the marauding Indians, and at the very moment when our troops were prepared to strike *a*, and, perhaps, *the* decisive blow, to abandon the campaign and re-organize anew.

Are you aware that, in the patriot response of the citizens of the Territory to the call of the executive, over one-half of our able bodied men are bearing arms; that the people are almost entirely living in block houses, and that it is entirely beyond the ability of our citizens to organize an additional company of even fifty men.

The two companies you call for can, therefore, not be raised, except by the withdrawal of the troops, and abandoning the campaign at the very moment the prospects are flattering to end the war.

For these reasons alone it will be impossible to comply with your requisition, nor can I suppose that in making the requisition either Major General Wool, or yourself, believed for a moment that the requisition would be seriously entertained by me.

But I am of opinion that even were the requisition complied with, your force would not be adequate to the protection of this frontier and the settlements. Having the highest respect for your opinion, knowing how conscientiously and carefully you approach any field of labor, and how thoroughly you investigate it, and reach your conclusions, I am constrained to express my judgment that you would soon be obliged to call for an additional force, fully equal in all to the force which has been called out by my previous proclamation.

In such a case I have no alternative than to act according to my own deliberate judgment, for if, waiving my own judgment to yours, injury should result, the responsibility would attach to me not less than to yourself.

Otherwise why is the militia organized and the executive made its commander-in-chief? It is to meet emergencies like the present.

But were it practicable to comply with your requisitions, and were those requisitions for a force, in my judgment, competent, I should not deem it expedient to place the force thus raised under the command of the officers of the regular service.

The war has now gone on five months. It is a war emphatically for the defence of the settlements, so much so that I have ordered to the Sound four companies from the Columbia river, and at this critical period it is important that there should be no changes in the command or in the plan.

In view of this, and also in view of the changes of opinion and of plan on the part of the officer in chief command on this coast, growing out of a want of understanding of the difficulties to be encountered, I am of opinion that the whole force will be more efficient, and that there will be a better spirit of co-operation, if the regular and volunteer services are kept distinct.

Be this as it may, the campaign is, I trust, approaching its consummation, and changes of plan can only be fraught with mischief.

The citizens of this Territory have very great confidence in the officers of the regular service, and especially is this the case with the

people of the Sound. Their relations have been more than cordial They are the witnesses of the efficiency of the troops stationed here,. and their gratitude has been announced on several occasions since the organization of the Territory.

The force now in the field has not been mustered into the service of the Territory, but into the service of the United States. My authority, as the highest federal officer of the Territory, is derived from the same source as that of the Major General commanding the Pacific division. I am commissioned by the President, and I act under the laws of Congress and the responsibility of my oath of office.

For these reasons your requisitions cannot be complied with. At the same time you may rest assured of my doing everything in my power to co-operate with you, and I hope that through the action of us all the war may soon be closed, and the suffering inhabitants of the Territory be rescued from their present unhappy condition.

Truly and respectfully, your most obedient,

ISAAC I. STEVENS,
Governor and Commander-in-chief.

Lieutenant Colonel SILAS CASEY,
Ninth Infantry, Commanding Puget Sound Division,
Fort Steilacoom, Washington Territory.

No. 6.

EXECUTIVE OFFICE, TERRITORY OF WASHINGTON,
Olympia, March 15, 1856.

SIR: I have dispatched my aid-de-camp, Lieutenant Colonel Crosbie, to confer with you in relation to a combined movement of the naval and military forces from Seattle.

I have selected Colonel Crosbie for this duty in consequence of his great familiarity with all portions of the country, its geography, its Indian tribes, and its people.

If an operation could go on from Seattle, say a boat expedition to the lake, the establishment of a block house on that lake, and a good wagon road opened therefrom with Seattle, it would combine admirably with the operations now going on from this quarter, and from the Sno-ho-mish, would much circumscribe the country now occupied by the hostiles, would promise opportunities of striking immediate blows, and would probably pave the way for the final blow to end the war.

I am, very respectfully, your most obedient,

ISAAC I. STEVENS,
Governor Territory Washington.

Captain SAMUEL SWARTWOUT,
Commanding Naval Forces, Puget Sound, Seattle.

No. 7.

UNITED STATES STEAMER MASSACHUSETTS,
Harbor of Seattle, Washington Territory, March 16, 1856.

SIR: Your letter of the 15th instant was handed to me to-day by Lieutenant Colonel Crosbie.

In reply, I would state that my instructions, upon assuming the command of the United States naval forces in Puget Sound, direct me act in concert with the military forces under Major General Wool, where the same can be done within the immediate vicinity of the Sound, but not to permit any portion of my command to go into the interior. If, however, I were at liberty to co-operate with your volunteers in prosecuting the expedition you have projected, it would be impracticable, as I understand that the river from here to the lakes is not navigable for our boats, and besides, when the volunteers leave this place the inhabitants will be entirely dependent upon the naval forces here in the event of an attack by the hostile Indians.

Very respectfully, your obedient servant,

SAMUEL SWARTWOUT, *Commander,*
Commanding United States Naval Forces, Puget Sound.

To his Excellency ISAAC I. STEVENS,
Governor and Commander-in-chief W. T. Volunteer Forces.

General Wool to the Commanding General.

BENICIA, HEADQUARTERS DEPARTMENT OF THE PACIFIC,
San Francisco, March 20, 1856.

COLONEL: Last evening I returned from visiting the several military posts of Crescent City, Fort Orford, and Vancouver, and in Puget Sound, Fort Steilacoom. To each commandant of posts and districts I gave such instructions as appeared necessary for an active, vigilant, and successful prosecution of the war against the Indians.

From Vancouver I took with me two companies of the 9th infantry, commanded by Major Garnett, and landed them at Steilacoom on the 14th March. The same day I inspected the post and supplies. The latter were abundant and of good quality.

Lieutenant Colonel Casey appears to have conducted the operations of his command with great skill and judgment. With the additional companies under Major Garnett, he will soon bring the war to a close on Puget Sound, unless prevented by Governor Stevens' determination to carry on the war independent of the United States troops. This remark is equally applicable to the conduct of Governor Curry, of Oregon, who is still carrying on the war against the Indians east of the Cascade mountains. These two governors appear to be running a race to see who can dip the deepest into the treasury of the United States. In the dense forests of Puget Sound another Florida war can be easily carried on, and at an expense of twenty or more

millions. The same remarks will apply to the mountain region of Rogue river valley. It is only necessary to carry out the intentions of many citizens of Oregon and Washington, as practiced in several instances, to exterminate the Indians, friends as well as enemies. This can be done, but it would cost the United States from fifty to one hundred millions, all which can be avoided by a just and judicious course pursued towards the Indians. I have no doubt that in a very short time I could settle all difficulties with the Indians if the governors (Stevens and Curry) and their volunteers withdraw from the contest. Their object is war, and not peace. I have on Puget Sound seven companies of regulars, in the Rogue river valley seven companies, and one near by, at Humboldt. Brevet Major Wyer, with his company, has been ordered to Fort Lane. This force, I am confident, will be all sufficient to bring the war to a close in southern Oregon. It certainly will be sufficient if Governor Curry's volunteers will cease their practice of indiscriminately killing the Indians, friends as well as foes.

In a former communication I mentioned the conduct of Major Lupton and his party, in killing twenty-five Indians, of whom eighteen were women and children. This occurred in October. Captain Smith, commanding at Fort Lane, reports, that "on the 23d of December last, a party of volunteers, unarmed, belonging to a company then stationed on or near Butte Creek, made a visit to a camp of friendly Indians, on the north side of Rogue river, some fifteen miles from this post, and assured the Indians of the friendly disposition of the whites towards them, and their desire to live in peace. The object of this visit, on the part of the whites, was to ascertain the strength, position, &c., of this Indian camp, and finding them unarmed, with the exception of a few bows and arrows, marched there on the following night, surrounded the camp, and killed nineteen men, burned their houses and stores, and left the women and children exposed to the severe cold weather.

"The squaws and children are now at this post, suffering severely from frozen limbs. Old Jake, (chief of this same band,) with his immediate family, was encamped near Butte creek, on the south side of Rogue river. A party from another company of volunteers paid a similar visit to his camp, and for the same dastardly purpose, and at night surrounded his camp and massacred all the men. The squaws and children from this camp are also here, suffering with frozen limbs."

Herewith I enclose a copy of a letter from Captain H. M. Judah, relating to Indian affairs. It deserves attention. Certainly the Indians referred to have been greatly neglected. They ought to have been treated differently by the superintendent of Indian affairs for California.

I am, very respectfully, your obedient servant,

JOHN E. WOOL,
Major General.

Lieutenant Colonel L. THOMAS,
Assistant Adjutant General,
Headquarters of the army, New York.

FORT JONES, CALIFORNIA, *March* 8, 1856.

SIR; I have the honor to make the following statement in reference to the Scott's valley Indians collected at this post.

About three weeks since, I was called upon by Willian Steele, esq., a prominent citizen of this valley, who exhibited to me a letter of authorization from Colonel Henly, superintendent of Indian affairs in this State, to take with him two of the most prominent of the Indians to the Nome Lackee reservation, in order that they might, if possible, become favorably impressed with its advantages as a future home for the tribe.

Mr. Steele was accompanied by a gentleman named Weeks, who is conversant with the Shasta language, and who returned a few days since with the two Indians, (John and Jack.)

Mr. Weeks informed me that both Mr. Steele and himself were very coldly and impolitely (if not rudely) treated by the residing agent, a Mr. Stevens, who informed them that Colonel Henly had gone to Washington, and that he had not been informed of their intended visit. Mr. Stevens offered no facilities for carrying out the purposes of the visit, and finally evinced his utter ignorance or intentional display of the most ordinary politeness, by leaving his offiec with his friends for a social purpose, expressed in the presence of Messers Steele and Weeks, who were left to carry out the purposes of their visit as they best could.

They shortly after left the office, and walked with the Indians for a couple of hours upon the reservation, returning to Tehama, without further notice from Mr. Stevens.

Enough information was gleaned during their short visit to warrant the conclusion that the Indians upon the reserve are grossly neglected, and that the government is imposed upon in the conduction of the affairs of the reservation. This information, with the exception of one item, afforded me by Mr. Weeks, was obtained by Tyé John from conversation with the Indians themselves. The item referred to is the following: "Some few days before their arrival, a man living in the vicinity of the reservation came upon the same, and deliberately killed twelve of the Indians from one rancheria for killing, or suspicion of having killed some hogs belonging to him." Mr. Weeks states that the occurrence seemed to excite little comment, and was not adverted to by Mr. Stevens. If such acts are really permitted upon that reservation, Indians had better take their chances as outlaws in the mountains.

The Indian, Tyé John, informs me that the Indian with whom he conversed assured him that they were uncomfortable, unhappy, and that their numbers were being very rapidly reduced by death; that they had no fires in the winter, were not supplied with clothing, and received neither flour nor beef, their sole food being wheat. John also informed me that both he and his tribe preferred to be killed and buried upon the soil of their fathers to being removed to Nome Lackee.

Although the officers upon the reserve would probably deny the existence of such a state of affairs as above represented, I am convinced

that it exists, and that no arrangement pertaining to Indian affairs in this State bears investigation. I am led to this belief through personal observations made during the past two years.

In view of the facts that the visit of the Indians to Nome Lackee was reduced to a farce, and that no further action in reference to the Scott's valley Indians may be expected from the Indian department in this State, I respectfully request more specific instructions in reference to them than any I am acting under. They are entirely disarmed as far as fire-arms are concerned, and cannot possibly subsist themselves with their bows and arrows. They are daily supplied with beef and flour by the acting assistant commissary of subsistence at this post, and have been since collected upon the military reserve for protection against the whites, which is still necessary. As a continual source of annoyance to the post, as well as to the people of Scott's valley, in view of the probability of a descent by hostile Indians upon some of the sparsely settled portions of the State during the summer, in which case the Scott's valley Indians would, though innocent, suffer through revenge; of their uniformly good conduct, and through considerations of humanity, they should be removed as soon as possible. I would, therefore, recommend that Lieutenant Crook, or some other officer, be permitted to take two of the most prominent of their number to the reservation upon the Lower Klamath, for purposes of inspection; and that, upon their return, I be authorized to remove them to that place.

The Indians have within the past two days assumed their bows and arrows, which they constantly wear upon their persons, undoubtedly with a view to escape in the event of a forcible attempt to remove them to the Nomo Lackee reservation.

Apologizing for the length of this communication, into which, from the interest I feel upon the subject, I have unintentionally been drawn.

I am, sir, very respectfully, your obedient servant,

H. M. JUDAH,
Captain 4th infantry, commanding.

Captain D. R. JONES, *U. S. A.*,
Asst. Adj. Gen., Department Pacific, Benicia, California.

—

Upon a perusal of the above communication, I respectfully beg leave to withdraw the paragraph which unfavorably characterizes the administration of Indian affairs in this State, *as irrelevant.*

A true copy.

D. R. JONES,
Assistant Adjutant General.

—

Indian affairs. Highly interesting.

Respectfully submitted,
WINFIELD SCOTT.

HEADQUARTERS OF THE ARMY,
New York, April 17, 1856.

The within communication presents evils which, under the existing organization, this department has not power to remedy. The conduct of the officers of the army on this occasion is in keeping with that which they have generally observed, and is fully approved.

JEFF'N DAVIS,
Secretary of War.

WAR DEPARTMENT, *April* 22, 1856.

General Wool to the Commanding General.

HEADQUARTERS DEPARTMENT OF THE PACIFIC,
Benicia, California, April 2, 1856.

COLONEL: Having been wrongfully and unjustifiably assailed and denounced by the governors of Oregon and Washington Territories and the legislature of the former, who have demanded of the President of the United States my recall from the command of the Pacific department, I have deemed it proper to transmit, with the request that it may be forwarded to the War Department, the following summary statement of facts in regard to the Indian war now waged in those Territories, and which I could hope might claim attention.

A year since I ordered Brevet Major Haller, with about 150 rank and file, to go as far as Fort Boise to give protection to emigrants going to Oregon and Washington Territories, and to demand the murderers of some twelve or thirteen emigrants near that place the year before.

The Major not only went to Fort Boise but 150 miles beyond. He remained in that section of country until near the close of September, 1855, when he returned to his post at the Dalles, having previously captured and executed a number of the Indians concerned in the murders above alluded to.

Shortly after his return, and early in October, he was called on by Major Rains to execute a similar mission against the Yakima Indians, occupying a portion of the country east of the Cascade range of mountains. It is said that the Yakimas, having become dissatisfied with the treaty made with them the summer before, by General Stevens, determined on war.

This was hastened, as it would seem, by some miners forcibly carrying away and ill-treating some Yakima squaws. The Yakimas, according to their own story, complained of this wrong to A. J. Bolon, sub-Indian agent, who was at the time in the Yakima country, and demanded redress. An altercation took place, when the Indians threatened revenge. The agent, in turn, threatened if they executed their intentions to send against them the troops of the United States. It was under such circumstances that the agent and the Indians separated.

The former, however, was followed and overtaken by the Yakimas, when they demanded to know if he intended to send the troops of the United States against them. On answering them in the affirmative,

as the Indians say, they killed him, and afterwards, as reported, some miners, on their way to the Colville mines.

On this information being conveyed to Major Rains, Brevet Major Haller was directed to proceed against the Yakimas, to chastise them and demand the murderers of the agent Bolon.

Accordingly, with one hundred and four rank and file, he proceeded on his mission, but without the precautions necessary against savage warfare.

About sixty miles from the Dalles, on emerging from a deep ravine, he found himself, as he reports, confronted by 1,500 Indians. After losing two men killed, and some thirteen or fourteen wounded, one mortally, he escaped from his perilous condition to an eminence, on which was neither wood, water, or grass. He reported that he was surrounded by Indians, and asked for a thousand men to relieve him.

This was communicated to the Dalles by a person who succeeded in passing the Indians without being observed. Relief was immediately ordered. In the meantime, after remaining on the hill thirty-six or forty hours, water being indispensable both to men and animals, the major determined to force his way to water. He broke up his encampment and commenced his march for the stream in his front.

He met with no resistance, and after allaying the thirst of his men, horses, and mules, he commenced his march towards the Dalles.

In his effort to make good his retreat, he became separated from his rear guard, the front and rear taking different trails. The guard, supposing that it was following the front of the column, continued its march towards the Dalles without interference or molestation from the Indians. This left the major with only forty effective men, and the wounded and baggage.

With this small force he succeeded in making good his retreat, followed two days and nights by 1,500 Indians.

I think the number greatly exaggerated. However this may be, under the circumstances, I did not consider such an enemy greatly to be dreaded. The repulse of Major Haller created great excitement and alarm throughout Oregon and Washington, lest all the Indian tribes in the Territories should at once combine and come down upon the settlements. As soon as I was informed of Major Haller's defeat, I ordered all the disposable troops at my command to the seat of war, and I followed. At the same time I called upon the United States government for at least an additional regiment. This was promptly responded to, and the 9th regiment of infantry arrived early in January, but, owing to the unusually severe winter, could not enter upon a winter campaign. In the meantime, Major Rains, who had authority for such purposes, made preparation for a second expedition against the Yakimas.

He mustered, with the reinforcements which I sent him, five hundred regulars, with three mountain howitzers, besides other artillery—an ample force, if properly directed, to have defeated all the Indians in the country. The Major, however, partaking somewhat of the alarm pervading the country, increased and stimulated by political demagogues, called on Acting Governor Mason for two companies of volunteers, which was promptly and favorably responded to; and upon

Governor Curry, of Oregon, for four companies, which he refused, because, as he said, the Oregonians would not serve under United States officers. At the same time he called into the territorial service two mounted regiments, one to serve against the Indians in Washington Territory, and the other to serve against the Indians in southern Oregon. Of the former, no part of it, in any sense of the term, was necessary to defend the inhabitants of Oregon against the Indians in Washington Territory, east of the Cascade mountains, from whom they had no danger whatever to apprehend. Major Rains having completed his preparations, with 350 regulars and three mountain howitzers, set out about the 1st of November for the Yakima country, followed by six companies of Governor Curry's troops, commanded by Colonel Nesmith, no doubt a very capable and enterprising officer, and about seventy miles from the Dalles met the Yakimas, who, after several skirmishes, without any loss on either side, excepting one Indian killed and scalped by an Indian who accompanied the troops of Major Rains, fled over the mountains to the Yakima river, about forty miles distant. But in consequence of the snow, then fast falling, being several feet deep on the intervening mountains, the Major could not follow—at least, he so reported. He therefore commenced his return, having lost fifty-four animals captured by the Indians, but not until the volunteers, unfortunately, had destroyed the Atahnum mission, an important position, and one which ought to have been occupied by the Major. On his return he crossed mountains which he had previously passed, which were covered with snow from two to five feet deep. His command was ordered to the Dalles, and he reported to me in person on the 24th of November.

I arrived on the 17th, having been detained on the passage from San Francisco eleven days, owing to gales and a fire, which crippled the steamer on board of which I was a passenger, by which she came very near being lost.

Anxious to establish a post at Walla-Walla, in order to prevent what followed, a war against the Walla-Wallas by the troops of Governor Curry, I ordered a critical inspection of all the troops and animals, when it was discovered that many of the soldiers were without shoes and proper clothing for the season, and that all the animals, with very few exceptions, owing to constant service during the summer and fall, and especially in the last two expeditions of Majors Rains and Haller, were rendered unfit for service. I had determined, however, if it was possible, to take possession of the Walla-Walla country before winter had fairly commenced. Not because I considered it in any respect necessary for the defence or protection of the inhabitants of Oregon or Washington Territory.

The Indians in that region, two hundred miles distant, could not pass the Cascade range of mountains, then covered with several feet of snow.

The only route by which they could reach the settlements of Oregon was by the Dalles, where we had a sufficient regular force to repel all the Indians in Washington Territory.

My object was simply to overawe these tribes, and to prevent them from uniting with the Yakimas—the authors of the war. They had

not yet taken part in the war; at least they had not then killed a white man. To accomplish my purpose no time was to be lost. Accordingly, I directed Major Cross, chief quartermaster in my staff, to procure, if practicable, the means of transportation. This could not be obtained in Oregon or Washington without great delay and at an enormous expense, which the state of the war did not call for, owing to the resources of the country being very much exhausted by the large requisitions of General Curry to fit out his several expeditions.

This compelled me to seek elsewhere for means of transportation.

Hence, I directed Major Cross to have wagons, horses, and mules sent from Benicia, and boats and forage from San Francisco, to Vancouver.

Before the animals, &c., arrived the river Columbia froze over. This cut off all communication with the Dalles and the Indian country east of the Cascade mountains. For three weeks I was ice-bound, not being able to communicate with the Dalles or San Francisco.

Governor Curry, however, had brought two regiments of mounted men in the field, at an enormous expense. Nothing had yet been accomplished by them, and certainly not by the regiment intended to operate against the Indians in Washington Territory.

Something had to be done. A fight with the Indians, no matter whether friends or enemies, was indispensable to excite the sympathy of the nation, and especially Congress, or the propriety of paying contributions, so profusely levied on the people of Oregon, might be questioned. Accordingly, Colonel Nesmith was ordered by Governor Curry with his command to march against the Walla-Wallas, where Major Chinn, with five companies, had been previously ordered.

On an inspection of the horses of the colonel's command, although but twenty days in the field, they were pronounced unfit for that service. Several companies, however, were prepared, and, under the command of Lieutenant Colonel Kelly, a member of the legislature of Oregon, joined Major Chinn, who, instead of going to Fort Walla-Walla, where he was ordered by Governor Curry, took post on the Umatilla, thirty miles distant, because, as he reported, there were one thousand Indians in and about the fort.

Although in this position for several weeks, and frequently sending scouts within a mile or two of the Indians, he was neither molested nor interfered with. Lieutenant Colonel Kelly, on joining Major Chinn, moved against Fort Walla-Walla, but found no Indians there. He then moved up the river Touchét, where he was met by the chief "Piu-piu-mox-mox," with a flag of truce. He said he was for peace; that he did not wish to fight; that his people did not wish to fight, and that if any of his young men had done wrong he was prepared to make restitution. If he could not return the goods wrongfully taken, he would pay for them, being abundantly able to do so. When the volunteers said they were in want of provisions he offered them cattle. He was rich in money, horses, and cattle.

The volunteers replied he had better go back and fight. He refused, and with his companions, four (Lieutenant Colonel Kelly says six) in number, was taken prisoner, and sent guarded to the volunteer camp. The volunteers then commenced the attack upon his people, which was

continued for four days, without any great loss on either side, when the Walla-Wallas, having secured their women and children, crossed Snake river. The second or third day of the engagement, the volunteers barbarously killed "Piu-piu-mox-mox" and his companions. They took from the chief's head some twenty scalps, cut off his ears and hands, and sent them as trophies to their friends in Oregon.

As the volunteers, having no boats, could not cross Snake river, the retreat of the Indians closed their winter campaign, except to plunder the friendly Cayuses of their horses and cattle.—(See my letter dated the 12th February, 1856, to Governor I. I. Stevens.)

Owing to the severity of the winter, except those captured by the Indians, most of the volunteers' horses died from fatigue and the want of forage or grass. Major Chinn said that about two hundred and twenty-five of their best horses were captured by the Indians.

It is reported that Governor Curry has in part replaced them with a fresh relay.

In February thirteen wagons loaded with supplies, including ammunition, for the volunteers, guarded by only four men, were captured by the Indians, between the Umatilla and Fort Walla-Walla.

Such have been the results of one of the most unwise, unnecessary, and extravagant expeditions ever fitted out in the United States, and for no other reason than to plunder the treasury of the United States, and to make political capital for somebody.

It could not have been projected for the defence of the inhabitants of Oregon, nor for the protection of Oregonians in Washington Territory, for none resided there. What then could have been the object? Nothing but a crusade against the Indians, and a long war to enrich the country.

If such was not the object, Governor Curry, instead of sending his troops against the Indians in Washington Territory, and beyond his jurisdiction, would have sent all of them to southern Oregon, where the war raged, and nowhere else in his Territory. The Oregonians say that the war "is a God-send to the country."

It would appear, however, from the governor's proclamation, that he did send a regiment to southern Oregon; but from all the information I have received from that section of country, they have been of little or no service, so far as giving protection to the inhabitants is concerned, and yet the war has been carried on between the volunteers and the Indians in a most singularly barbarous and savage manner. My information is derived from citizens and regular officers under my command, and not from any of the civil or military functionaries of the Territory of Oregon.

I have never been informed by any one, not even by the governor, of the military wants of the Territory. He has never called on me for troops to defend it, or to protect the inhabitants from savage barbarity. Although he has, as it would appear, purposely avoided all communication with me on the subject, I have not been unmindful of the condition and wants of the Territory. I have not failed, as far as it was in my power, to defend and protect such parts as were exposed and assailed by the Indians, and I have no doubt but for the indiscriminate warfare carried on against them, and the massacre of several

them and kill all he could. I regret that I am compelled to say that such conduct is too much encouraged by persons holding high offices under the government of the United States. And because I have opposed this inhuman and barbarous practice, and the wholesale plundering of the treasury of the United States, which there is no circumstance to justify, I have been denounced by the governors of both Territories and the legislature of Oregon.

The latter has demanded of the President of the United States my removal from the command of the Pacific department. To discover how much truth is contained in the charges presented against me in the memorial to the President, it will only be necessary to read this communication.

I am, however, surprised to find that the legislature does not know the boundaries of its own Territory. Walla-Walla is in Washington and not in Oregon Territory. No citizens were there, except two or three, besides those who were, or had been, attached to the Hudson's Bay Company, and these were mostly half-breeds and Canadians.

It is well known that they are in no danger of being killed by the Indians. All not Americans, or "Bostons," as the Indians call them, not found in arms against them are respected, at least they are in no danger of being killed by them.

In conclusion, it only remains for me to notice a letter, lest it should create false impressions and mislead the public, of I. I. Stevens, governor of Washington Territory, dated the 8th of March, 1856, and published in San Francisco.

The governor in his letter of appeal to the citizens of San Francisco, would induce them to believe that there were not to exceed 900 regulars in Washington and Oregon, and that there were but four companies of regulars at one point in Puget Sound.

At the date of his letter there were five companies of regulars actively operating against less than two hundred warriors in arms against the whites, and six days after, seven companies, 500 strong, under the direction of Lieutenant Colonel Casey and Major Garnett. At the date of his letter, instead of 900, as he asserts, there were 1,900 regulars, and at this time 2,000. Of the 33 companies in the Pacific department, 27 are operating in Oregon and Washington, distributed as follows, viz: nine in southern Oregon, 700 strong, actively operating against, certainly not to exceed, 200 warriors in arms against the whites; seven companies, as before mentioned, in Puget Sound, with less than 200 warriors in arms against them; one company at Vancouver, and ten companies at the Dalles, under command of Colonel George Wright, of the 9th infantry. The latter will be efficiently, and I trust successfully, employed against the Indians east of the Cascade range of mountains as soon as the season will permit, that is, as soon as grass can be had to support animals.

A force amply sufficient to terminate the war in all parts of the two Territories, and afterwards to prevent past occurrences, if the volunteers could be withdrawn and private war prevented. But as long as governors of Territories make war, and exercise powers, as I believe, unknown to the President of the United States, and individuals raise volunteers and make war on the Indians whenever they please, and

Congress will pay the expense, so long will we have war in Oregon and Washington Territories.

It is said by intelligent men that the expense of Governor Curry's army will amount, in scrip, from two to four millions. If Congress should foot the bill, some governor of another Territory will make a bill of ten millions.

I do not know how the question will be considered. One thing, however, is certain, that it is an example which, if countenanced by the United States government, may, when least expected, lead to no less embarrassing than disastrous results.

Herewith I forward copies of instructions, marked 1, 2, and 3, to Colonel George Wright and Lieutenant Colonel Silas Casey, in regard to the employment of volunteers, and the course they should pursue in conducting the war against the Indians, and the protection of the inhabitants of Oregon and Washington Territories.

I also send copies, marked 4 and 5, of a correspondence between Lieutenant Colonel Casey and Governor Stevens, on the subject of calling into service two companies of volunteers.

Governor Stevens, like Governor Curry, refuses to place volunteers under the command of United States officers. Colonel Wright, March 1, on this subject, says that "from the best information I can obtain, the presence of the volunteers in the Walla-Walla country during the last two months has been highly injurious, and tended to increase the number of our enemies."

Similar reports are made from most of the regular officers, of the volunteers acting under their observation.

I also send a copy of a report of Lieutenant Colonel George Nauman, marked 6, who was ordered to southern California to examine into the condition of affairs in that region, and to ascertain the feelings and disposition of the Indians on the Colorado.

His report is highly favorable to peace.

I am, very respectfully, your obedient servant,

JOHN E. WOOL, *Major General.*

Lieutenant Colonel L. THOMAS,
Assist. Adjutant General, New York.

—

Indian affairs. Highly interesting. I have full confidence in General Wool's statement of facts, and fully concur in his views and sentiments.

Respectfully submitted,

WINFIELD SCOTT.

HEADQUARTERS, *New York, May* 2, 1856.

No. 1.

HEADQUARTERS, DEPARTMENT OF THE PACIFIC,
Benicia, California, January 29, 1856.

COLONEL: No doubt ere this you have received special orders No. 6, and a letter of instruction, dated the 19th instant, assigning you to the command of the troops in Washington Territory and northern Oregon, which includes Puget Sound, Vancouver, and the Dalles, and all the country north and east of the Cascade mountains.

You will exercise supervising control over all, and direct such operations as you may deem proper.

As soon as the season will permit, preparatory to operations in the Indian country east and north of the Cascade mountains, you will establish the headquarters of your regiment at the Dalles, where all the troops intended for the Indian country will be concentrated. Previous to which every attention will be given to perfecting them in the rifle or light infantry drill, as also in the duties of guards. The latter is an important duty, and should receive every attention. I found but few of the younger officers of the 4th infantry acquainted with that duty. Your own headquarters you can establish either at Vancouver or the Dalles. You will, of course, be most of your time at the latter place during the period of preparation for the field.

The points which I intended as the base of operations are the Selah fisheries, on the Yakima river, and some point on or near the Columbia river in the neighborhood of Fort Walla-Walla. It is my intention to establish a permanent post somewhere in this region at the most eligible point for controlling the surrounding Indian tribes, and to command the river and its crossings. On account of the scarcity of timber, it may be necessary to go some distance up the Touchét river before a suitable position for the establishment of a post can be found. Between the Dalles and the Selah fisheries an intermediate post, with one company, may be necessary, to prevent the Yakimas from taking fish in the streams which empty themselves in the Yakima and Columbia rivers. This intermediate post should be given to some active and energetic officer.

Herewith you will receive a memoir and sketches, by Captain Cram, chief of the topographical engineers, of the country in which your command will be required to operate. I would recommend it to your attentive perusal. From this you will perceive that the Selah fisheries are one hundred miles from the Dalles, and from the latter to the Atahmun river mission it is seventy miles, which position may be important as an intermediate post between the Dalles and the Selah fisheries. From the Dalles to Fort Walla-Walla it is one hundred and forty-two miles, and from the latter place to Selah fisheries ninety-five miles by the road to Steilacoom.

With boats to cross the Columbia river, your forces at either point could be in four days concentrated; by forced marches, in three days or less. For crossing the Columbia river I ordered four portable boats, and a flat to be prepared in pieces, to be put together on the arrival of the troops at or near Walla-Walla.

Expeditions should be prepared to leave at the earliest moment, that is, as soon as grass can be obtained for animals, for Fort Walla-Walla, and the Selah fisheries. It is not probable, however, that you will be able, on account of snow on the intervening mountains, to go to the Selah fisheries as soon, by three or four weeks, as to the Walla-Walla country. Hence, as soon as the season will permit, you will conduct yourself a force of four or five companies, with three mountain howitzers and one six-pounder, to Walla-Walla.

It is desirable that you conduct this expedition with reference to the selection of a proper position for a post, and to ascertain the feelings and dispositions of the several tribes in that section of the country. I do not believe that the Walla-Wallas, the Cayuses, Pelouses, and Umatillas, had resolved on war until the attack of the volunteers on the Walla-Wallas.

The murder of the chief, Piu-piu-mox-mox, whilst a prisoner, by the volunteers, has united those tribes against us. I do not believe, however, that they will continue the war a great while. The occupation of the country between the Walla-Walla, Touché, and Snake rivers, and the opposite side of the Columbia, will very soon bring those tribes to terms.

The occupation at the proper time of the Yakima country from the Atahmun mission, and the country on the Yakima river, extending above and below the Selah fisheries, will compel the Yakimas, I think, to sue for peace or abandon their country. Supplies for the Selah fisheries must be packed, unless they should be sent by the way of Walla-Walla and the Steilacoom road.

It is desirable that at least sixty days' provisions should be sent with either expedition, to Walla-Walla or the Selah fisheries.

After the return of Major Rains, I ordered an inspection of all the animals, some 450, when very few were found to be fit for service. Since then, Major Cross, chief quartermaster, has sent about 225 horses and mules to Vancouver.

It is very desirable that all the animals, including the dragoon horses, should be well taken care of, in order that they may be fit for service as soon as the troops can take the field. I have again and again given orders and instructions on that subject, and especially that the dragoon horses should have the best of care, and be put under cover.

I ordered, I think, as early as August last, stables to be put up at the Dalles, for the company of dragoons at Vancouver. I understand they were nearly completed when I left, the 12th January. When this company goes to the Dalles, you will direct Major Fitzgerald to put his horses in the building designed as a stable for him. If the quartermaster occupies any part of it for quartermaster's stores they will be moved out. The horses of that company must be put in a condition for active services by the time you will be ready to move.

In conclusion, I would remark, that we have no authority to call for volunteers, to employ them, or to furnish them with supplies. Therefore the less you have to do with them, unless in extreme cases, which I do not anticipate, the better it will be for the service. Many

of them, as well as most of the Oregonians, are for exterminating the Indians, and accordingly do not discriminate between friends and foes.

The course thus far pursued by Governor Curry and the volunteers has only tended to increase our Indian enemies, whilst it has subjected the regular service to great inconvenience and expense. This, too, by exhausting the resources of Oregon and Washington, and without accomplishing the least good.

I am, very respectfully, your obedient servant,

JOHN E. WOOL,
Major General.

Colonel GEORGE WRIGHT,
Commanding at Vancouver.

P. S. Applications are frequently made for clerks in the commisary and quartermaster's departments. I have issued an order prohibiting any clerks being appointed in the disbursing departments, except by special instructions from the War Department, without my sanction and approval. If clerks are required by any disbursing officer under your command, the application should be made through you, with your approval or otherwise.

By the memoir of Captain Cram, you will perceive that obstacles on the routes to the Selah fisheries and to Walla-Walla will require your attention. On fitting out expeditions, pioneer parties should be organized, to go in advance and to remove, as far as practicable, all obstacles that would retard your progress.

No. 2.

HEADQUARTERS, DEPARTMENT OF THE PACIFIC,
Benicia, February 22, 1856.

SIR: I have the honor to acknowledge the receipt, last evening, of your communication of the 4th instant.

In reply the general commanding directs me to say that you will receive by the steamer Massachusetts, Captain Swartout commanding, his instructions and views in regard to the course you should pursue in prosecuting the war against the Indians. With five companies of regular troops, not less than three hundred and fifty strong, with several ships-of-war, including the steamer Massachusetts, he had great hopes that you would be able to bring the war to a close without the aid of volunteers. On this subject, however, the commanding general directs me to say that volunteers cannot be recognized or employed unless received and mustered into the service of the United States. Therefore, if volunteers should be considered indispensably necessary at any time to aid in defending the inhabitants of Puget Sound and in that vicinity, or to bring the war to a close, you will call on the governor of the Territory for the number you might require, not to be mounted, and when forwarded to you have them examined and regularly mustered into the service.

This course will be adopted only in case of absolute necessity, as the general has no authority to call volunteers into the service, and he will not sanction or tolerate it, unless absolutely necessary for the protection of the inhabitants of the Territory. He will send you, as soon as practicable, one or two companies of the fourth or ninth infantry. From necessity they will be compelled to go by land. At the present time, it is said to be impracticable on account of high water, the streams not being fordable.

Your requisition for quartermasters' stores will be complied with.

Neither horses nor mules can be sent from here. They must be obtained by purchase in either Washington or Oregon Territory. Your requisition for ordnance and ordnance stores was anticipated and the articles sent by the Massachusetts, except the expanding rifle cartridges. Twenty thousand have been ordered. Five thousand rifle cartridges were sent by the Massachusetts.

In conclusion, the general directs me to say that whilst he approves of your efforts to induce the Indians to come in and give up their arms, under promise of protection, he does not doubt that you will by your energy and activity, as well as by that of all your officers, bring the war to a close without the employment or aid of volunteers.

I am, very respectfully, your obedient servant,

D. R. JONES,
Acting Adjutant General.

Lieutenant Colonel S. CASEY,
Ninth Infantry, commanding Fort Steilacoom,
Washington Territory.

True copy. RICHARD ARNOLD,
First Lieutenant Third Artillery and Aid-de-Camp.

No. 3.

BENICIA, HEADQUARTERS DEPARTMENT OF THE PACIFIC,
On board of the Steamer Columbia, March 14, 1856.

COLONEL: I have just arrived and landed at Steilacoom with two companies of the 9th infantry, commanded by Major Garnett. By the enclosed order you will perceive that I have directed the Major to have his command prepared for immediate and active operations.

Your communication of the 9th instant was received on my way down the Columbia river. In regard to your co-operating with volunteers ordered out by Governor Stevens, I will simply remark that no co-operation should take place on your part, unless you received them into the service of the United States, subject to your orders. If your position required volunteers to aid you in the protection of the inhabitants of the Territory, you should have called for them, and when received, to have had them mustered into the service of the United States. Any other course is decidedly wrong.

I know of no authority which authorizes governors of Territories to

raise troops and direct their operations, independent of the officers of the United States, and certainly not independent of myself. I have been kept wholly ignorant of the state of the country, except through the regular officers of the army, and from their communications I have yet to learn that any essential service has been rendered to the country by volunteers.

I, however, approve of your course as hitherto pursued, with the above exception, and I cannot doubt but that, with the two companies under Major Garnett, you will very soon bring the war to a close.

I will be here until to-morrow, when I will leave in the steamer Active for San Francisco, I hope, in the meantime, to see you. It is important that I should see you before I leave.

I am, very respectfully, your obedient servant,

JOHN E. WOOL,
Major General.

Lieutenant Colonel S. CASEY,
Ninth Regiment Infantry, Commanding at Steilacoom,
Washington Territory.

No. 4.

HEADQUARTERS PUGET SOUND DISTRICT,
Fort Steilacoom, Washington Territory, March 15, 1856.

SIR: I respectfully request that you will at once issue your proclamation calling into the service of the United States two companies of volunteers, to serve on foot, for the period of four months, unless sooner discharged.

Each company to consist of one captain, one first and one second lieutenant, four sergeants, four corporals, and seventy privates.

I wish both companies to be mustered into service at Fort Steilacoom.

The authority for calling for the above named troops has been given by the general commanding the department of the Pacific.

I received, yesterday, an accession of two companies of the ninth infantry. With this accession of force, and the two companies of volunteers called for, I am of the opinion that I shall have a sufficient number of troops to protect this frontier, without the aid of those now in the service of the Territory.

Very respectfully, your obedient servant,

SILAS CASEY,
Lieutenant Colonel ninth Infantry,
Commanding Puget Sound District.

His Excellency I. I. STEVENS,
Governor of Washington Territory, Olympia, W. T.

No. 5.

EXECUTIVE OFFICE, WASHINGTON TERRITORY,
Olympia, March 16, 1856.

SIR: Your letter, calling upon me for two companies of volunteers to be mustered into the regular service, has been received, and, in anticipation of my full reply, I will state that the requisition will not be complied with. I do not consider it expedient to change the plan of the campaign, nor the organization of the troops, so far as the volunteers are concerned.

Truly and respectfully, your most obedient,

ISAAC I. STEVENS,
Governor Territory of Washington.

Lieutenant Colonel SILAS CASEY,
Commanding Puget Sound District.

No. 6.

FORT YUMA, CALIFORNIA, *February* 27, 1856.

SIR: I have the honor to state, that since my last report, dated the 12th instant, nothing whatever has occurred between the Indians and whites to disturb the tranquility of this portion of California, and that the former at present manifest towards us and each other the most amicable dispositions. I entertain no apprehension whatever that this desirable condition of things is likely soon to be changed. In all directions are seen unusually vigorous and extensive preparations of the soil of the river bottom for cultivation, and there can be no better guarantee of the sincerity of the friendly protestations of the natives than this manifestation of a disposition to provide for themselves so immediately in our vicinity.

The Indian whom I mentioned in my letter of the 28th ultimo as having been dispatched on the previous day to endeavor to ransom a white woman from the Mohaves, and bring her to the fort, I am extremely happy to say, returned on the 22d instant, having entirely succeeded in his mission. The young woman proves to be a Miss Oatman, whose parents were murdered by the Indians somewhere on the Gila, about eighty miles from this place, in, I think, 1850. Herself and a sister were captured on that occasion, and reduced to slavery. The latter is represented to have died about six months ago. Miss Oatman seems to be about sixteen years of age, and has, unfortunately, almost entirely lost the use of the English language, speaking nothing but that of the rude people among whom she so long resided, and which no one here can interpret well. She, however, retains a recollection of her name, and says it is Olive Oatman.

It is believed she has a brother residing at Los Angelos; the necessary measures have been taken to ascertain that fact, and if it should

turn out to be so, to apprise him of the agreeable intelligence of the recovery of his sister.

Meanwhile, every proper care is being taken of her, and it will afford us all infinite satisfaction to restore her to her friends and civilization.

It gives me much pleasure to add that the commandant of Fort Yuma, Brevet Lieutenant Colonel Burke, has manifested the most commendable zeal and interest in accomplishing the very desirable object I have just detailed.

As my services, in my opinion, are no longer required at Fort Yuma, I shall, in accordance with instructions, Headquarters Department of the Pacific, February 12, 1856, set out to-morrow for my post at Benicia barracks.

Very respectfully, your most obedient servant,

GEORGE NAUMAN,
Brevet Lieutenant Colonel Major 3d Artillery.

To Captain D. R. JONES,
Assistant Adjutant General Department of the Pacific,
Benicia, California.

34TH CONGRESS, 1st Session. } SENATE. { Ex. Doc. No. 67.

REPORT

OF

THE SECRETARY OF WAR,

IN COMPLIANCE WITH

A resolution of the Senate of the 7th ultimo, calling for information relative to the obstructions at the mouth of Bayou La Fourche, Louisiana.

MAY 12, 1856.—Read, referred to the Committee on Commerce, and ordered to be printed.

WAR DEPARTMENT,
Washington May 9, 1856.

SIR: A resolution of the Senate of the 7th April, requested me to communicate any information in the department relative to obstructions placed by General Andrew Jackson at the mouth of the Bayou La Fourche, Louisiana, to prevent the entrance of British vessels and troops in 1814–'15; the effect produced by said obstructions on the navigation of the bayou, together with an estimate of the probable cost of restoring said navigation to the state in which it would have been had said obstructions not been so placed.

The accompanying reports from the Engineer Department and Topographical Bureau, together with information contained in a memorial from the legislature of Louisiana to the Senate and House of Representatives, and depositions and other papers appended thereto, make it apparent that the navigation of the Bayou La Fourche was completely obstructed about twelve miles below Fieldsville, in pursuance of directions from General Andrew Jackson, at the time and for the object stated in the resolution of the Senate.

To accomplish the object for which they were placed in the bayou, they must, at that time, have completely destroyed its navigation between the mouth and Fieldsville, and they would continue to impair it seriously, if not entirely ruin it, until removed by artificial means. There is no reason to believe that these obstructions were subsequently removed, and they probably formed the nucleus for the raft which now exists in the bayou.

An estimate of the probable cost of removing this raft, which will, no doubt, restore the navigation to a state as good as that which it would have been had the obstructions not been placed in the bayou,

will be found in the report of Lieutenant Henry L. Smith, corps of engineers, accompanying the letter from the Engineer Department.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. J. D. BRIGHT,
President of the Senate.

ENGINEER DEPARTMENT,
Washington, April 10, 1856.

SIR: On the subject of the resolution of the Senate of the 7th inst., which was referred by you to this office for report, I have the honor to state, that the only information in the office relating to obstructions in Bayou La Fourche is to be found in the report of Captain H. L. Smith, dated February 12, 1853, a copy of which is sent herewith.

The nature and extent of the obstructions placed in the bayou by General Jackson cannot be determined from this report, and it is, therefore, impossible to decide upon the effect they may have produced upon the navigation, or make an estimate of the cost of correcting any injury that may have resulted from their action.

The resolution has been sent to the topographical office, as directed.

Very respectfully, your obedient servant,

JOS. G. TOTTEN,
Brevet Brig. General and Colonel Engineers.

Hon. JEFFERSON DAVIS,
Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 30, 1856.

SIR: In connexion with a resolution of the Senate dated April 7, 1856, "calling upon the Secretary of War for information in relation to certain obstructions placed at the mouth of Bayou La Fourche, Louisiana, during the invasion of 1814–'15," &c., and referred to this bureau, the following is submitted.

The information in possession of the bureau consists mainly of informal statements received by officers from the inhabitants living on or in the vicinity of this bayou, and to the effect that it was obstructed by direction of General Jackson; these statements, however, seem to be in harmony with an order of General Jackson's to Lieutenant Colonel MacRea, to put the bayou in a state to resist the ascent of the enemy. This order is dated Mobile, October 11, 1814, and directs that good picket be kept constantly out on the Bayou La Fourche, and should the enemy attempt this pass to the Mississippi, that possession be taken of the first high ground from the entrance of the

bayou into the sea that would admit the landing of a military force, there to erect a battery and defend the pass with as many regulars as will man the guns, aided by as many militia as he might deem necessary.

What particular instructions were given by Lieutenant Colonel MacRea to carry into effect the above, is not known, but obstructing as far as possible all the streams by which an enemy might ascend, was one of the first measures of defence resorted to during that invasion, as will be seen by the following extract of a special order dated December 11, 1814, and addressed to Major W. B. Overton, 3d rifle regiment, who is ordered by General Jackson "to have all the canals and bayous leading out of the Mississippi from a point thirty miles below the English turn, and on both sides of the river, down to Fort St. Philips, filled with trees, so that no craft of any kind can pass through or navigate them." Corresponding orders were given to other officers, so that all the canals and bayous leading out of the Mississippi, from Magazine Barracks down to Fort St. Philips, were directed to be stopped up.

On a map of the La Fourche, made from a reconnoissance by Col. G. W. Hughes, in 1842, a raft is marked, at or near a piece of high ground, some twelve miles below Fieldsville, which he describes as the first high ground met with in ascending the bayou, but is isolated, being bounded on one side by the stream, and on the other three by an impassable swamp.

Taking into consideration, then, the intent of General Jackson's order to Colonel MacRea, namely, to prevent the ascent of the bayou by the enemy, and the statement of the inhabitants, together with the orders to obstruct elsewhere by filling in with logs, it may be reasonably inferred, that in consequence of special directions from Colonel MacRea, trees were filled in, and logs so placed as to form a barrier, beyond which an enemy could neither proceed by boats or move by land.

Very respectfully, sir, your obedient servant,

M. L. SMITH,
Lieutenant and Assistant in Bureau Topographical Engineers.

Colonel J. J. ABERT,
Chief Topographical Engineers.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 1, 1856.

SIR: In reference to a resolution of the Senate of the 7th instant, in relation to the La Fourche river, of Louisiana, I beg leave to submit the following report:

The bureau possesses no reliable information on this matter, and begs leave to submit the following extract of a report on the same subject, to the War Department, dated March 18, 1850.

"The only information on the subject in this bureau, is derived from a military survey and reconnoissance of the west bank of the Mississippi, (including the La Fourche,) made by Captain George W.

Hughes, topographical engineers, in the winter and spring of 1842. The report and map of those examinations have always been regarded as *confidential*, and have, therefore, not been published. Captain Hughes speaks in high terms of the La Fourche as a beautiful stream, but obstructed by a raft, as his map shows, at a point some twelve miles below Fieldsville, the lowest point of usual steamboat navigation, which is, doubtless, the impediment referred to, but how it originated we have no knowledge, beyond the tradition that it was created in the manner and for the objects set forth in the resolution. If this be correct it might be considered the duty of the government to remove it. But until an examination is made, which should be at the lowest stage of water, with a special view to its removal, it is not in my power to submit an estimate of its cost. It is very probable that it exerts a bad influence on the bayou in many respects, in causing overflows in the rainy season by collecting deposits of earthy matter, thus filling up the bed of the stream, and that it is at times an impediment to its free navigation. The bar at the mouth of the La Fourche is represented as having from seven to eight feet of water, and if the raft were removed, the river might be navigated through its whole extent, from Donaldsonville to the gulf, with vessels of that draft."

I also beg leave to submit as part of my report, a copy of a report from Lieutenant M. L. Smith, giving a summary of such information as this office possesses, in relation to obstructions placed in the La Fourche.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JEFF'N DAVIS,
Secretary of War.

NEW ORLEANS, LA., *February* 12, 1853.

SIR: Your orders of the 2d of October, placing me in charge of the following surveys, viz:

1. A survey of East Pascagoula river;
2. A survey in reference to removal of obstructions to navigation of Bayou La Fourche;
3. A survey of the harbor of Sabine;
4. A survey of the river Sabine; and instructions with regard to the execution of these surveys, did not reach me until the 29th of that month. As soon after as practicable I proceeded to Bayou La Fourche, and made such an examination as the limited time which could be allotted to this work would admit, and such as the nature of the required improvement seemed to demand.

In compliance with your instructions, I availed myself of all the information I could obtain from the most intelligent persons residing on, or acquainted with, the bayou.

I found the obstructions to the navigation of the Bayou La Fourche to consist of great numbers of snags, which project above low water,

and, for the distance of eighteen miles, almost entirely prohibit the passage of steamboats during the summer and fall months.

These obstructions are about sixty miles below the upper end of the bayou, and in the vicinity of the intersection of the "La Fourche and Barataria canal" with the La Fourche.

It is needless to say that the lands along the bayou are exceedingly fertile, having a fine climate, a rich and inexhaustible soil. Such lands must increase in value, and they must more and more be brought into the culture of the peculiar productions of Louisiana, until this shall have become one of the most wealthy and important localities in the south.

The parishes of Louisiana interested in the navigation of Bayou La Fourche are Ascension, Assumption, La Fourche Interior, and Terre Bonne.

The population of La Fourche Interior is estimated at.....	12,500
Do.....Assumption .....do.....	15,000
Do.....Ascension on La Fourche....do.....	2,500
Do.....Terre Bonne.....do.....	10,000
Total.....	40,000

ANNUAL PRODUCTS.

Name of parish.	Sugar.	Molasses.	Corn.	Rice.	Estim'd value of property.
	Hhds.	*Bbls.*	*Bush.*	*Lbs.*	
La Fourche.....	9,000	15,000	75,000	500,000	$8,000,000
Assumption.....	10,000	16,000	90,000	500,000	9,000,000
Terre Bonne.....	8,000	14,000	50,000	300,000	6,500,000
Ascension on La Fourche...	3,000	5,000	20,000	100,000	500,000
Total.....	30,000	50,000	235,000	1,400,000	24,000,000

To the above may be added sweet potatoes, Irish potatoes, hay, oats, &c., in large quantities.

To remove the snags and sunken logs to the depth of five feet below low water would, probably, require the service of a good snag boat during two working seasons, occupying each year from July 1 to December 1, a period of five months.

I estimate the cost as follows:

One strong, well-built snag boat, complete, (the Louisiana State boats cost $15,000) - - - - - - -	$14,000
To work the boat with a good crew two seasons, of five months each - - - - - - - - - - -	15,000
Care of boat and salary of captain during seven months not working - - - - - - - - - - -	700
Hire of clerk two years, at $500 per year - - - -	1,000
Office rent two years, at $10 per month - - - -	240
Travelling expenses, stationery, and unforeseen expenses -	560
Total of estimate for two working seasons - - -	31,500

The amount required to be appropriated this session of Congress is made up as follows:

Cost of boat - - - - - - - - - - -	$14,000
Cost of working the boat one season of five months, at $50 per day - - - - - - - - - - - - -	7,500
Care of boat when not employed, seven months - - -	700
Of clerk hire - - - - - - - - - - -	500
Office rent one year, at $10 per month - - - - -	120
Travelling expenses, stationery, &c. - - - - - -	180
Total required to be appropriated this session of Congress -	23,000

I may here remark, that the boat will remain good, as the property of the government, to be applied to service elsewhere.

I will here add, that there is an incidental advantage which the planters on Bayou La Fourche hope to derive from the "removal of obstructions to navigation."

The levees which have to be constructed, particularly those low down the bayou, are very high, (from twelve to fifteen feet,) and it is the general opinion that the waters rise higher each year than the previous one. The causes assigned are two: first, that the constant passage of boats along the upper end of the bayou is gradually enlarging the water way; and second, that the mass of interlocked logs and branches of trees intercepts the passage of sediment and sunken materials, and thus, by contracting the water way, a yearly rise is the necessary consequence.

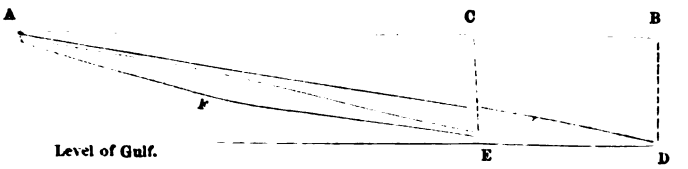
It is supposed that, by removing the larger obstructions, the smaller ones would not accumulate; and thus the planters would be relieved at once (to a degree) of the fearful head of water which yearly presses against their levees and threatens to engulph them, and also of that yearly increased rise which becomes yearly more difficult to guard against.

It has been suggested to me by a gentleman of scientific attainments, that his hasty survey would seem to establish the fact, (not, however, conclusively,) that the tops of the levees in the vicinity of the obstructions which have been mentioned are below the plane of direct descent from the river Mississippi to the gulf, at the mouth of Bayou La Fourche. In accordance, therefore, with the supposed law governing the regimen of rivers. "that their beds have a tendency to rise to the plane of common descent," it is questionable whether the bed of the Bayou La Fourche, at the point specified, will not rise yearly until it has attained the limit fixed by the regulating law.

To render the objection valid, or to refute it, would require extensive surveys and careful observation for a length of time. As this objection has no force against the "removal of obstructions to navigation," and as that is the real question which I have been directed to decide upon, I do not consider it as at all necessary to discuss the objection respecting the incidental advantages to be derived from this "improvement of the navigation."

I will remark that the laws which regulate the regimen of the Mis-

sissippi river will not apply, without modification, to a *shorter* branch leading to the sea. As Bayou La Fourche is much shorter than the river to the gulf, so the current must be much more rapid. The particles of matter held in suspension by the river water on account of its motion will not be deposited in any part of the bayou where a stronger current sweeps it forward.



Let A B represent the length of the river from Donaldsonville to the passes.

Let A C represent the distance through the bayou to the gulf. A D will be the descent of river. A E will represent the descent of the bayou.

Let us suppose F E parallel to A D, then the current from A to F would be very strong, and there could be no deposit. From F to E we might expect a very slight rise, as the current would be like that of the Mississippi, and hence a slight deposit might be made. Suppose F so low that the current from F to E would be *less* than in the Mississippi, then, I suppose, a deposit would take place at F *at once*, and raise the point F so high as would give a descent *as great as in the Mississippi river*.

If this reasoning is correct, there is now no part of Bayou La Fourche where the descent is not *as great* as in the river; so that the yearly rise in the bed of even this portion should not be greater than in the Mississippi.

I am of opinion that the portion of the bayou having a *more* rapid current than the river, extends below very nearly all the plantations, so that no cause can be seen why there should not be a yearly rise of the bed after the present obstructions shall have been removed. I will advance this only as crude theory.

All who are interested in the removal of these obstructions, on any account, consider that they have a special claim upon the United States government for an appropriation to remove obstructions from the bayou, besides the general one, of "an improvement of the navigation," since obstructions were placed in the *bayou* by order of General Andrew Jackson, as agent of the government, as a defensive measure in conducting operations in this quarter during the late war between Great Britain and the United States.

All the inquiries which I could make with regard to this supposed fact served to confirm it.

A gentleman of intelligence, writing from Thibodeaux, says: "In 1846, 1847, several citizens of our locality obtained written affidavits which substantiated the fact beyond a doubt, and placed the same in the hands of our representative, then the Hon. B. G. Thibodeaux. On his arrival he made application to Congress for an appropriation,

which motion was referred to the Committee on Internal Improvements, and by said committee no action was ever taken, even up to the present time."

It is my intention, as soon as low water will permit, to examine the bar at the outlet of the Mississippi, to ascertain whether it is practicable to keep a channel open during the season of low water, and what would be the cost each season.

I am, sir, very respectfully, your obedient servant,

HENRY L. SMITH,
Lieutenant Engineers.

General J. G. TOTTEN,
Chief Engineer, Washington, D. C.

34TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 68.

MESSAGE

OF

THE PRESIDENT OF THE UNITED STATES,

COMMUNICATING

Sundry documents in relation to the affairs with the government of Nicaragua, and information that the new minister from that government had been accredited by this government.

MAY 15, 1856.—Read and ordered that the message and documents be printed.

To the Senate and House of Representatives:

I transmit herewith reports of the Secretary of State, the Secretary of the Navy, and the Attorney General, in reply to a resolution of the Senate of the 24th of March last, and also to a resolution of the House of Representatives of the 8th of May instant, both having reference to the routes of transit between the Atlantic and Pacific oceans through the republics of New Granada and Nicaragua, and to the condition of affairs in Central America.

These documents relate to questions of the highest importance and interest to the people of the United States.

The narrow isthmus which connects the continents of North and South America, by the facilities it affords for easy transit between the Atlantic and Pacific oceans, rendered the countries of Central America an object of special consideration to all maritime nations, which has been greatly augmented in modern times by the operation of changes in commercial relations, especially those produced by the general use of steam as a motive power by land and sea. To us, on account of its geographical position and of our political interest as an American State of primary magnitude, that isthmus is of peculiar importance, just as the isthmus of Suez is, for corresponding reasons, to the maritime powers of Europe. But, above all, the importance to the United States of securing free transit across the American isthmus has rendered it of paramount interest to us since the settlement of the Territories of Oregon and Washington and the accession of California to the Union.

Impelled by these considerations, the United States took steps at an early day to assure suitable means of commercial transit, by canal, railway, or otherwise, across this isthmus.

We concluded, in the first place, a treaty of peace, amity, navigation, and commerce with the republic of New Granada, among the

conditions of which was a stipulation, on the part of New Granada, guarantying to the United States the right of way or transit across that part of the isthmus which lies in the territory of New Granada, in consideration of which the United States guarantied in respect of the same territory the rights of sovereignty and property of New Granada.

The effect of this treaty was to afford to the people of the United States facilities for at once opening a common road from Chagres to Panama, and for at length constructing a railway in the same direction, to connect regularly with steamships, for the transportation of mails, specie, and passengers, to and fro between the Atlantic and Pacific States and Territories of the United States.

The United States also endeavored, but unsuccessfully, to obtain from the Mexican republic the cession of the right of way at the northern extremity of the isthmus by Tehuantepec, and that line of communication continues to be an object of solicitude to the people of this republic.

In the meantime, intervening between the republic of New Granada and the Mexican republic, lie the States of Guatemala, Salvador, Honduras, Nicaragua, and Costa Rica, the severed members of the former republic of Central America. Here, in the territory of the Central American States, is the narrowest part of the isthmus, and hither, of course, public attention has been directed as the most inviting field for enterprises of interoceanic communication between the opposite shores of America, and more especially to the territory of the States of Nicaragua and Honduras.

Paramount to that of any European States as was the interest of the United States in the security and freedom of projected lines of travel across the isthmus by the way of Nicaragua and Honduras, still we did not yield in this respect to any suggestions of territorial aggrandizement, or even of exclusive advantage either of communication or of commerce. Opportunities had not been wanting to the United States to procure such advantages by peaceful means and with full and free assent of those who alone had any legitimate authority in the matter. We disregarded those opportunities from considerations alike of domestic and foreign policy; just as, even to the present day, we have persevered in a system of justice and respect for the rights and interests of others as well as our own in regard to each and all of the States of Central America.

It was with surprise and regret, therefore, that the United States learned, a few days after the conclusion of the treaty of Guadalupe Hidalgo, by which the United States became, with the consent of the Mexican republic, the rightful owners of California, and thus invested with augmented special interest in the political condition of Central America, that a military expedition, under the authority of the British government, had landed at San Juan del Norte, in the State of Nicaragua, and taken forcible possession of that port, the necessary terminus of any canal or railway across the isthmus within the territories of Nicaragua.

It did not diminish the unwelcomeness to us of this act on the part of Great Britain to find that she assumed to justify it on the ground

of an alleged protectorship of a small and obscure band of uncivilized Indians, whose proper name even had become lost to history, who did not constitute a State capable of territorial sovereignty, either in fact or of right, and all political interest in whom, and in the territory they occupied, Great Britain had previously renounced by successive treaties with Spain when Spain was sovereign of the country, and subsequently with independent Spanish America.

Nevertheless, and injuriously affected as the United States conceived themselves to have been by this act of the British government, and by its occupation about the same time of insular and of continental portions of the territory of the State of Honduras, we remembered the many and powerful ties and mutual interests by which Great Britain and the United States are associated, and we proceeded in earnest good faith, and with a sincere desire to do whatever might strengthen the bonds of peace between us, to negotiate with Great Britian a convention to assure the perfect neutrality of all interoceanic communications across the isthmus, and, as the indispensable condition of such neutrality, the absolute independence of the States of Central America and their complete sovereignty within the limits of their own territory, as well against Great Britain as against the United States. We supposed we had accomplished that object by the convention of April 19, 1850, which would never have been signed nor ratified on the part of the United States but for the conviction that, in virtue of its provisions, neither Great Britain nor the United States was thereafter to exercise any territorial sovereignty, in fact or in name, in any part of Central America, however or whensoever acquired, either before or afterwards. The essential object of the convention—the neutralization of the isthmus—would, of course, become a nullity if either Great Britain or the United States were to continue to hold exclusively islands or mainland of the isthmus, and more especially if, under any claim of protectorship of Indians, either government were to remain forever sovereign in fact of the Atlantic shores of the three States of Costa Rica, Nicaragua, and Honduras.

I have already communicated to the two Houses of Congress full information of the protracted and hitherto fruitless efforts which the United States have made to arrange this international question with Great Britain. It is referred to on the present occasion only because of its intimate connexion with the special object now to be brought to the attention of Congress.

The unsettled political condition of some of the Spanish-American republics has never ceased to be regarded by this government with solicitude and regret on their own account, while it has been the source of continual embarrassment in our public and private relations with them. In the midst of the violent revolutions and the wars by which they are continually agitated, their public authorities are unable to afford due protection to foreigners and to foreign interests within their territory, or even to defend their own soil against individual aggressors, foreign or domestic, the burden of the inconveniences and losses of which, therefore, devolves, in no inconsiderable degree, upon the foreign States associated with them in close relations of geographical vicinity or of commercial intercourse.

Such is, more emphatically, the situation of the United States with respect to the republics of Mexico and of Central America. Notwithstanding, however, the relative remoteness of the European States from America, facts of the same order have not failed to appear conspicuously in their intercoures with Spanish-American republics. Great Britain has repeatedly been constrained to recur to measures of force for the protection of British interests in those countries. France found it necessary to attack the castle of San Juan de Uloa, and even to debark troops at Vera Cruz, in order to obtain redress of wrongs done to Frenchmen in Mexico.

What is memorable in this respect in the conduct and policy of the United States is, that while it would be as easy for us to annex and absorb new territories from America as it is for European States to do this in Asia or Africa, and while, if done by us, it might be justified as well on the alleged ground of the advantage, which would accrue therefrom to the territories annexed and absorbed, yet we have abstained from doing it, in obedience to considerations of right not less than of policy; and that while the courageous and self-reliant spirit of our people prompts them to hardy enterprises, and they occasionally yield to the temptation of taking part in troubles of countries near at hand where they know how potential their influence, moral and material, must be, the American government has uniformly and steadily resisted all attempts of individuals in the United States to undertake armed aggression against friendly Spanish-American republics.

While the present incumbent of the Executive office has been in discharge of its duties he has never failed to exert all the authority in him vested to repress such enterprises, because they are in violation of the law of the land, which the Constitution requires him to execute faithfully; because they are contrary to the policy of the government, and because to permit them would be a departure from good faith towards those American republics in amity with us, which are entitled to, and will never cease to enjoy, in their calamities the cordial sympathy, and in their prosperity the efficient good will, of the government and of the people of the United States.

To say that our laws in this respect are sometimes violated, or successfully evaded, is only to say what is true of all laws in all countries, but not more so in the United States than in any one whatever of the countries of Europe. Suffice it to repeat that the laws of the United States prohibiting all foreign military enlistments or expeditions within our territory have been executed with impartial good faith, and, so far as the nature of things permits, as well in repression of private persons as of the official agents of other governments, both of Europe and America.

Among the Central American republics to which modern events have imparted most prominence is that of Nicaragua, by reason of its particular position on the isthmus. Citizens of the United States have established in its territory a regular interoceanic transit route, second only in utility and value to the one previously established in the territory of New Granada. The condition of Nicaragua would, it is believed, have been much more prosperous than it has been but for the

occupation of its only Atlantic port by a foreign power, and of the disturbing authority set up and sustained by the same power in a portion of its territory, by means of which its domestic sovereignty was impaired, its public lands were withheld from settlement, and it was deprived of all the maritime revenue which it would otherwise collect on imported merchandise at San Juan del Norte.

In these circumstances of the political debility of the republic of Nicaragua, and when its inhabitants were exhausted by long-continued cival war between parties, neither of them strong enough to overcome the other or permanently maintain internal tranquillity, one of the contending factions of the republic invited the assistance and co-operation of a small body of citizens of the United States from the State of California, whose presence, as it appears, put an end at once to cival war and restored apparent order throughout the territory of Nicaragua, with a new administration, having at its head a distinguished individual, by birth a citizen of the republic, D. Patricio Rivas, as its provisional president.

It is the established policy of the United States to recognize all governments without question of their source, or organization, or of the means by which the governing persons attain their power, provided there be a government *de facto* accepted by the people of the country, and with reserve only of time as to the recognition of revolutionary governments arising out of the subdivision of parent States with which we are in relations of amity. We do not go behind the fact of a foreign governments exercising actual power to investigate questions of legitimacy; we do not inquire into the causes which may have led to a change of government. To us it is indifferent whether a successful revolution has been aided by foreign intervention or not; whether insurrection has overthrown existing governments and another has been established in its place, according to pre-existing forms, or in a manner adopted for the occasion by those whom we may find in the actual possession of power. All these matters we leave to the people and public authorities of the particular country to determine; and their determination, whether it be by positive action or by ascertained acquiescence, is to us a sufficient warranty of the legitimacy of the new government.

During the sixty-seven years which have elapsed since the establishment of the existing government of the United States, in all which time this Union has maintained undisturbed domestic tranquillity, we have had occasion to recognize governments *de facto*, founded either by domestic revolution or by military invasion from abroad, in many of the governments of Europe.

It is the more imperatively necessary to apply this rule to the Spanish-American republics, in consideration of the frequent and not seldom anomalous changes of organization or administration which they undergo, and the revolutionary nature of most of these changes, of which the recent series of revolutions in the Mexican republic is an example, where five suecessive revolutionary governments have made their appearance in the course of a few months, and been recognized successively each as the political power of that country by the United States.

When, therefore, some time since, a new minister from the republic

of Nicaragua presented himself, bearing the commission of President Rivas, he must and would have been received as such, unless he was found on inquiry subject to personal exception, but for the absence of satisfactory information upon the question whether President Rivas was *in fact* the head of an established government of the republic of Nicaragua, doubt as to which arose not only from the circumstance of his avowed association with armed emigrants recently from the United States, but that the proposed minister himself was of that class of persons, and not otherwise or previously a citizen of Nicaragua.

Another minister from the republic of Nicaragua has now presented himself, and has been received as such, satisfactory evidence appearing that he represents the government *de facto*, and, so far as such exists, the government *de jure* of that republic.

That reception, while in accordance with the established policy of the United States, was likewise called for by the most imperative special exigencies, which require that this government shall enter at once into diplomatic relations with that of Nicaragua. In the first place, a difference has occurred between the government of President Rivas and the Nicaragua Transit Company, which involves the necessity of inquiry into rights of citizens of the United States, who allege that they have been aggrieved by the acts of the former, and claim protection and redress at the hands of their government. In the second place, the interoceanic communication by the way of Nicaragua is effectually interrupted, and the persons and property of unoffending private citizens of the United States in that country require the attention of their government. Neither of these objects can receive due consideration without resumption of diplomatic intercourse with the government of Nicaragua.

Further than this, the documents communicated show that, while the interoceanic transit by the way of Nicaragua is cut off, disturbances at Panama have occurred to obstruct, temporarily at least, that by the way of New Granada, involving the sacrifice of the lives and property of citizens of the United States. A special commissioner has been dispatched to Panama to investigate the facts of this occurrence, with a view particularly to the redress of parties aggrieved. Rut measures of another class will be demanded for the future security of interoceanic communications by this as by the other routes of the isthmus.

It would be difficult to suggest a single object of interest, external or internal, more important to the United States than the maintenance of free communication, by land and sea, between the Atlantic and Pacific States and Territories of the Union. It is a material element of the national integrity and sovereignty.

I have adopted such precautionary measures and have taken such action for the purpose of affording security to the several transit routes of Central America, and to the persons and property of citizens of the United States connected with or using the same, as are within my constitutional power and as existing circumstances have seemed to demand. Should these measures prove inadequate to the object, that fact will be communicated to Congress, with such recomendations as the exigency of the case may indicate. FRANKLIN PIERCE.

WASHINGTON, *May* 15, 1856.

Attorney General's report to the President.

ATTORNEY GENERAL'S OFFICE, *May* 14, 1856.

In response to so much of the resolution of the Senate of the 24th of March last, and of that of the House of Representatives of the 8th of May, as regards the affairs of the republic of Nicaragua, the Attorney General has the honor to lay before the President copies of correspondence of this office with district attorneys of the United States, on the subject of alleged military enterprises having reference to that republic, together with some letters connected in tenor with the preceding, though relating more especially to the Mexican republic.

C. CUSHING.

To the PRESIDENT.

List of papers accompanying the foregoing report.

Mr. Cushing to Mr. Inge, January 16, 1854.
Mr. Inge to Mr. Cushing, March 16, 1854.
Mr. Cushing to Mr. McKeon, April 25, 1855.
Mr. McKeon to Mr. Cushing, April 28, 1855.
Mr. Cushing to Mr. McKeon, May 25, 1855.
Mr. Cushing to Mr. McKeon, September 10, 1855.
Mr. Cushing, circular to district attorneys, December 8, 1855.
Mr. McKeon to Mr. Cushing, December 11, 1855.
Mr. Cushing to district attorneys for California, December 14, 1855.
Mr. McCoy to Mr. Cushing, December 18, 1855.
Mr. Cushing to Mr. McKeon, December 24, 1855.
The same to the same, December 24, 1855.
Mr. McKeon to Mr. Cushing, December 26, 1855.
Mr. Cushing to Mr. McKeon, December 27, 1855.
Mr. Cushing to Mr. Cannon, January 14, 1856.
Mr. Cannon to Mr. Cushing, January 16, 1856.
Mr. McKeon to Mr. Cushing, January 16, 1856.
Mr. Inge to Mr. Cushing, February 4, 1856.
Mr. Ord to Mr. Cushing, February 16, 1856.
The same to the same, February 16, 1856.
Mr. Cushing to Mr. Inge, March 1, 1856.
Mr. Inge to Mr. Cushing, April 1, 1856.
Mr. McCoy to Mr. Cushing, April 9, 1856.
The same to the same, April 10, 1856.

ATTORNEY GENERAL'S OFFICE, *January* 16, 1854.

SIR: I am directed by the President to call your attention to the several acts of Congress for the preservation of the neutral relations of the United States, more especially to the acts of March 3, 1817,

and April 20, 1818, which prohibit the organizing or fitting out, within the United States, of any expedition, military or naval, against the territories of any government with which this government is at peace, and subject all engaged in such acts to punishment as for a high misdemeanor, besides authorizing the employment of the public force for the prevention and arrest of the same.

The President has regretted to perceive that persons in California are charged with engaging or intending to engage in such unlawful enterprises against the territories of the Mexican republic with which this republic is in amity; and, justly solicitous to maintain the honor and the good faith of the American government, as well as to see to the execution of the laws, he expects you to exercise the utmost vigilance in the detection and prosecution of all acts within your official district in violation of the neutral obligations of the United States.

I have the honor to be, very respectfully,

C. CUSHING.

Hon. S. W. INGE,
United States District Attorney, California.

UNITED STATES ATTORNEY'S OFFICE,
San Francisco, March 16, 1854.

SIR: I have the honor to acknowledge your letter of the 16th of January, calling my attention (by direction of the President) to the acts of Congress for the preservation of the neutral relations of the United States, and to the prosecution of offences in violation thereof. The directions of your letter shall be strictly pursued.

I am, sir, your obedient servant,

S. W. INGE.

Hon. C. CUSHING, *Attorney General.*

SOUTHERN DISTRICT OF NEW YORK,
United States District Attorney's Office, April 28, 1855.

SIR: I have the honor to advise you that the grand jury of this district yesterday came into court and presented an indictment against Henry L. Kinney and Joseph W. Fabens, for beginning, setting on foot, providing, and preparing the means for a military expedition or enterprise within this district, to be carried on from thence against the territory or dominions of a foreign State, namely, the republic of Nicaragua, with whom the United States are at peace, contrary to the 6th section of the neutrality act of April 20, 1818.

* * * * * * * *

Very respectfully, your most obedient servant,

JOHN McKEON,
United States District Attorney.

Hon. C. CUSHING,
Attorney General of the United States.

ATTORNEY GENERAL'S OFFICE, *April* 25, 1855.

SIR: The Secretary of State having referred to me your letter of the 24th instant, with its enclosures, I have taken the directions of the President on the subject, and in accordance therewith have to request you to institute legal proceedings against Colonel Kinney and the steamer "United States," provided, in your judgment, the evidence accessible will suffice to afford probable cause.

* * * * * * * *

I have the honor to be,

C. CUSHING.

P. S. Since writing the above I have seen the letter of Mr. Fabens in the New York Herald of yesterday, which seems to require that he be proceeded against equally with Colonel Kinney. C. C.

JOHN MCKEON, Esq.,
United States District Attorney, New York.

ATTORNEY GENERAL'S OFFICE, *May* 25, 1855.

SIR: I am directed by the President to enclose to you the within communication addressed to Captain Boarman, containing proper authority for the detention of the steamer United States.

As the authority thus conferred is of a high and responsible nature, it is not in the present case to be exercised, except it shall appear to you that all ordinary legal means to prevent the departure of the United States shall have been exhausted.

Captain Boarman has been directed to advise with you in whatever he shall have occasion to do in the execution of this order.

The President has authorized the present proceeding under the sense of his general obligation to take care that the laws be faithfully executed, and in discharge of his particular obligation to prevent the fitting out within the United States of any hostile expedition against foreign States in amity with the United States; and he cannot in this case entertain any doubt of his duty to interpose, in view of the fact that the parties now stand indicted before the district courts of the United States for the southern district of New York, and the eastern district of Pennsylvania, on the charge of being engaged in a military enterprise against the republic of Nicaragua, in the prosecution of which they have chartered the steamer United States.

I have the honor to be, very respectfully,

C. CUSHING.

Hon. JOHN MCKEON, *United States Attorney.*

ATTORNEY GENERAL'S OFFICE, *September* 10, 1855.

SIR: I have the honor to enclose herewith a copy of a dispatch from the British minister to the Secretary of State, and of letters annexed,

alleging that troops have been recruited in New York by the Accessory Transit Company for services in the State of Nicaragua, and to request you to investigate the fact, and if, on such investigation, it shall appear that any such recruitments have been made, in violation of law, then to institute criminal proceedings against the parties concerned.

I am, respectfully,

C. CUSHING.

Hon. JOHN MCKEON,
Attorney United States, New York.

Circular addressed to District Attorneys in principal ports of the United States.

ATTORNEY GENERAL'S OFFICE, *December* 8, 1855.

SIR: Information having been received by the President that preparations are being made in various ports of the United States to recruit men for the invasion of the State of Nicaragua, or otherwise to take part in military operations there, he directs me to call your attention specially to the subject.

He desires you to take measures to detect and defeat, so far as it may be lawfully done, all such enterprises, to bring the parties guilty to punishment, and to detain any vessel fitted out to carry on the undertaking.

You will please to give seasonable notice if, in any case, occasion shall arise for the exercise of the direct authority of the President in the premises.

I have the honor to be, very respectfully,

C. CUSHING.

SOUTHERN DISTRICT OF NEW YORK,
United States District Attorney's Office, December 11, 1855.

SIR: I this morning received your letter of the 8th instant, conveying to me the President's views respecting a projected invasion of Nicaragua. No evidence of any such act has yet come to me, and I may say that your letter is the first intimation I have of such a contemplated violation of law in this district. If I can have the information in the possession of the President, it would materially aid me.

I have addressed a communication to the marshal of the United States for this district, of which I have the honor to enclose a copy.

Anything that may transpire in the premises will be immediately communicated to you.

I have the honor to remain, sir, your obedient servant,

JOHN MCKEON,
United States District Attorney.

Hon. C. CUSHING, *Attorney General.*

SOUTHERN DISTRICT OF NEW YORK,
United States District Attorney's Office, December 11, 1855.

SIR: Information has been received by the President of the United States that preparations are being made, in various ports of the United States, to receive men for the invasion of the State of Nicaragua, or otherwise to take part in military operations there, and I call your attention specially to the subject.

The President desires that measures be taken to detect and defeat all such enterprises, to bring the guilty parties to punishment, and to detain every vessel fitted out to carry on the undertaking.

If occasion should arise, the President will exercise the direct authority vested in him for the prevention of all such violations of our neutrality laws.

With the force of your office you can undoubtedly make inquiries and take such measures as will carry out the views of the President.

I feel assured of your desire to uphold the law, and promise to you my most active co-operation.

I am, very respectfully,

JOHN McKEON,
United States District Attorney.

A. G. HILLYER, Esq.,
United States Marshal, &c.

ATTORNEY GENERAL'S OFFICE, *December* 14, 1855.

SIR: I am directed by the President to address you further on the subject of the illegal military enterprises against the State of Nicaragua, which have been, and, as it appears, still continue to be carried on from the ports of California. He has perceived with extreme regret that a State with which the United States are at peace, and which on other accounts is entitled to the special good will of this government, has thus, in effect, been subjected to invasion.

I am aware of the extreme difficulty of detecting the criminal purpose of any persons engaged in such an undertaking, when they embark without visible organization in passenger steamships, plying between San Francisco and San Juan del Sud.

But the President expects that, by the exercise of particular vigilance in the matter, you will be able to accomplish the desired object.

Suggestion has been made of some complicity of the Nicaragua Transit Company in these acts, and that point may be entitled to your consideration.

I am, very respectfully, C. CUSHING.

Hon. S. W. INGE, *Attorney United States, San Francisco.*

PACIFICUS ORD, Esq., *United States Attorney, Monterey.*

OFFICE UNITED STATES ATTORNEY,
Eastern District, La., December 18, 1855.

SIR: I have this day sent to the collector of this port the original of the accompanying copy. I trust that its tone will meet the requirements embraced in your communication of the 8th instant.

I am, dear sir, yours, &c.,

TOM. S. McCOY,
United States Attorney.

Hon. C. CUSHING, *Attorney General, Washington, D. C.*

UNITED STATES ATTORNEY'S OFFICE,
Eastern District, La., December 17, 1855.

SIR: I have been informed that preparations are being made in and about New Orleans for the invasion of Nicaragua; that a considerable body of men have been recruited here, and are on the eve of departure to take part in the military operations of that partially revolutionized government.

As far as it may be lawfully done, you will detain any vessel now in this port fitted out to carry on the undertaking; and I particularly request that you will detail a special number of inspectors to search and watch the "General Scott" now on the eve of departure, and report to this office the result of your investigations.

I am, sir, your friend,

TOM. S. McCOY,
United States Attorney.

Col. J. C. PORTER, Esq., *Collector, New Orleans.*

ATTORNEY GENERAL'S OFFICE, *December* 24, 1855.

SIR: I duly received your communication of the 23d instant, and the documents accompanying the same, having reference to the engagement and preparation of persons in the State of New York for military service in the State of Nicaragua.

You will have received my dispatch by telegraph, notifying you of the order given by the President to Captain Bigelow of the United States navy, to proceed, according to your advice, in the detention of any vessel whatsoever implicated in proceedings contrary either to statute or to treaty stipulations, and desiring you to act in the premises upon all proper information. This applies more especially, of course, to the steamer Northern Light.

If there shall have been occasion to act on the brief order sent to Captain Bigelow by telegraph, or there should be good reason to suppose that there will be occasion so to do in the sequel, orders to the same effect, and in more complete form, will be transmitted by mail.

I have the honor to be, yours, respectfully,

C. CUSHING.

Hon. JOHN McKEON,
United States District Attorney, N. Y.

ATTORNEY GENERAL'S OFFICE, *December* 24, 1855.

SIR: By your communication of the 23d instant, to which a general reply has been made in a previous letter of this date, it appears that Colonel Parker F. French is concerned in the engagement at New York of persons and of arms for transmission to Nicaragua. I reply specially on that point.

Colonel French, by letter of the 19th instant, communicated to the Secretary of State a copy of what purports to be credential letters from D. Patricio Rivas, designated as provisory president of the republic of Nicaragua, accrediting him as minister plenipotentiary of that republic to the United States, and requested an interview preparatory to the formal presentation of said credentials to the President.

To this the Secretary of State replied, by letter of the 21st instant, stating that the President does not yet see cause to establish diplomatic intercourse with the persons claiming at this time to exercise political power in the State of Nicaragua, and that, for sufficient reasons assigned, he does not at present deem it proper to receive any one as a minister to this government duly appointed by that republic.

Copies of those two letters are herewith enclosed.

You will thus perceive that Colonel French is entitled to diplomatic privilege in the United States only in a very qualified degree. He is not an accredited minister, but simply a person coming to this country to present himself as such, and not received, by reason of its failing to appear that he represents any lawful government.

Under such circumstances, any diplomatic privilege accorded to him is of mere transit and of courtesy, not full right; and that courtesy will be withdrawn from him so soon as there shall be cause to believe that he is engaged in here, or contemplates, any act not consonant with the laws, the peace, or the public honor of the United States.

The President entertains all possible regard for the diplomatic character, by whomsoever borne, but he cannot allow it to be made a cloak for the infringement of our laws, or of our international obligations. He therefore desires you to make distinctly known to the principal party the precise relations of the case, and to communicate the same to all other parties concerned, in such manner as you may find to best comport with the public interests.

I have the honor to be, very respectfully,

C. CUSHING.

Hon. J. MCKEON,
United States District Attorney, New York.

SOUTHERN DISTRICT OF NEW YORK,
United States District Attorney's Office, December 26, 1855.

SIR: A warrant has been issued by George W. Morton, esq., United States commissioner, against Parker H. French, charged with an offence against the laws of the United States, recently committed.

Mr. French claims to be a diplomatic representative of the State of Nicaragua, and the offence charged against him was committed by him since assuming such character. I have to request to be informed of the President's directions, as to whether said warrant should be executed.

I am, with high respect, your obedient servant,

JOHN McKEON,
United States District Attorney.

Hon. C. CUSHING,
Attorney General.

ATTORNEY GENERAL'S OFFICE, *December* 27, 1855.

SIR: I have received your letter of the 26th instant, in which you state that a warrant has been issued against Parker H. French, claiming to be diplomatic representative of the State of Nicaragua, for an offence against the laws of the United States, charged to have been committed by said French recently, and since he assumed such character, and as to which you request to be informed whether the said warrant shall be executed.

In reply, the President directs me, in the first place, to refer you to the following paragraphs of my letter of the 24th instant, namely:

"You will thus perceive that Colonel French is entitled to diplomatic privilege in the United States only in a very qualified degree. He is not an accredited minister, but simply a person coming to this country to present himself as such, and not received by reason of its failing to appear that he represents any lawful government.

"Under such circumstances, any diplomatic privilege accorded to him is of mere transit, and of courtesy, not of right; and that courtesy will be withdrawn from him so soon as there shall be cause to believe that he is engaged in here, or contemplates, any act not consistent with the laws, the peace, or the public honor of the United States."

He directs me to say, in the second place, that, proceeding in the spirit of the fullest consideration for the diplomatic character, he desires you to notify Mr. French of the present charge, and to inform him that no process in behalf of the United States will be served upon him, provided he shall not become chargeable with any further offence and shall depart from the country within a reasonable time.

I have the honor to be, very respectfully,

C. CUSHING.

Hon. JOHN McKEON,
United States District Attorney, New York.

ATTORNEY GENERAL'S OFFICE, *January* 14, 1856.

SIR: I am directed by the President to call your attention to the statement in the Trenton Gazette of the 10th, reproduced in the New York Herald of the 12th, to the effect that a military expedition, in

violation of law, is fitting out by parties in New Jersey, and to request that you will take steps to inquire into the same, and if the statement be true to arrest and prosecute the offenders.

I am, very respectfully,

C. CUSHING.

G. S. CANNON, Esq.,
United States Attorney, New Jersey.

BORDENTOWN, *January* 16, 1856.

SIR: I acknowledge the receipt of your letter of the 14th instant, directing my attention to certain publications in relation to the rumored fitting out of a military expedition, by parties in this State, in violation of law.

I will proceed at once to institute a rigid inquiry in relation to this matter, and if I find that the rumors are well-founded, will immediately take measures to arrest and prosecute the offenders.

I am, very respectfully, your obedient servant,

G. S. CANNON,
District Attorney, &c.

Hon. CALEB CUSHING,
Attorney General United States.

SOUTHERN DISTRICT OF NEW YORK,
U. S. District Attorney's Office, New York, January 16, 1856.

SIR: Yesterday the grand jury of the circuit court of the United States for the southern district of New York presented an indictment for setting on foot a military expedition or enterprise against the government of Nicaragua against the following named persons:

John Creighton, Francis B. O'Reefe, Andrew J. Morrison, Charles Walters, William Lyster, Parker H. French, Daniel H. Dillingham, Joseph R. Mali, George B. Hall, Addison Farnsworth, and Louis Schlessinger.

* * * * * * * * *

With great respect, I am, sir, your obedient servant,

JOHN McKEON,
United States District Attorney.

Hon. C. CUSHING, *Attorney General, &c.*

UNITED STATES ATTORNEY'S OFFICE,
San Francisco, February 4, 1856.

SIR: I have received your letters of the 10th and 14th of December, in relation to illegal military enterprises against the State of Nicar-

agua. I have no doubt many persons have left this place within the past few months, for the purpose of aiding the military operations of Walker in Central America, but they have all left without organization, without visible arms or military equipments of any description; some, for the avowed purpose of locating as peaceful occupants upon the public lands of Nicaragua, which are offered in certain quantities to all those who may choose to emigrate; and others, with through tickets to New York, claiming to be peaceful passengers. No information which would justify the seizure of a vessel, or the commencement of a prosecution, has come to my knowledge.

I assure you that should such information be obtained the law shall be promptly enforced.

Very respectfully, your obedient servant,

S. W. INGE.

Hon. C. CUSHING,
Attorney General United States, Washington.

OFFICE OF THE ATTORNEY OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF CALIFORNIA,
Los Angeles, February 16, 1856.

SIR: I have had the honor to receive your letter of the 10th of December last, calling my special attention, by direction of the President, to the subject of the preparations being made in various ports of the United States to recruit men for the invasion of the State of Nicaragua, or otherwise taking part in military operations there, and desiring me to take measures to detect and defeat all such enterprises, and to bring the parties guilty to punishment; and to detain any vessel fitted out to carry on the undertaking; and to give seasonable notice if in any case occasion should arise for the exercise of the direct authority of the President.

I shall use all due diligence to carry out the instructions of the President in the premises.

I have the honor to be, very respectfully, your obedient servant,

P. ORD, *District Attorney.*

Hon. CALEB CUSHING,
Attorney General United States, Washington.

OFFICE OF THE ATTORNEY OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF CALIFORNIA,
Los Angeles, February 16, 1856.

SIR: I have had the honor to receive your letter of the 14th of December, 1855, on the subject of illegal military enterprises against the State of Nicaragua originating in California.

I shall use every effort to carry out the directions and wishes of the President in regard to these illegal enterprises.

Up to the present time I am very confident that no vessels have been fitted out or men organized within the southern judicial district of California, nor have any of its citizens embarked in such illegal enterprises.

* * * * * * * *

I am, very respectfully, your obedient servant,

P. ORD, *District Attorney.*

Hon. CALEB CUSHING,
Attorney General United States, Washington.

ATTORNEY GENERAL'S OFFICE, *March* 1, 1856.

SIR: Referring to my letters of January 16, 1854, and of December 14, 1855, I have to request of you a brief report of the several prosecutions which have been instituted in your district for imputed violation of the provisions of the act of Congress referred to.

I am, very respectfully,

C. CUSHING.

Hon. S. W. INGE,
Attorney of the United States, San Francisco.

SAN FRANCISCO, *April* 1, 1856.

SIR: I have received your letter of the 1st ultimo, requesting a brief report of the several prosecutions which have been instituted in the northern district of California for violations of the act of 1818.

In reply, I have the honor to state that the first prosecution was instituted in 1853, against one Henry P. Watkins, who organized a force in San Francisco for the aid of Walker in his attempted conquest of Lower California.

This prosecution resulted in the conviction of Watkins, and is the only conviction ever obtained in the United States for a violation of the sixth section of the aforesaid act.

Subsequently, Frederick Emons, who was a confederate of Watkins in the expedition before referred to, "plead guilty" to an indictment founded upon the same section of the said law.

Afterwards, in the year 1854, the consuls of Mexico and France were indicted for violations of the section of the act of 1818, prohibitory of the enlistments of men within the territory of the United States for service in a foreign country, the first of whom was convicted. In the case of the consul of France there was a mistrial, the jury standing upon their discharge one for conviction and two for acquittal.

In the latter part of the year 1855, and in the beginning of the year 1856, many persons availed themselves of the steamers from San Francisco to San Juan del Sur to go to the aid of Walker, then

engaged in the struggle which has since terminated so successfully to the democratic party of Nicaragua.

No effort was made by the United States attorney at San Francisco to arrest the departure of men who embarked at San Francisco to aid Walker in Nicaragua, because, apparently, their purposes and objects were not in violation of the act of 1818.

Walker had been invited to Nicaragua to aid the republican party against the aristocratic party of that State in a domestic revolution. He accepted that invitation, and, with the men who chose to accompany him, proceeded from a port in our country to the theatre of his operations in a foreign country. There was no enlistment or organization within our territory.

Such a case did not fall, in the opinion of the United States attorney, within the prohibitions of the act of 1818, and hence no effort was made to prevent the departure of the men raised by Walker for this purpose, or of those subsequently raised to support him.

I have the honor to be, sir, very respectfully, your obedient servant,

S. W. INGE.

Hon. CALEB CUSHING,
Attorney General of the United States, Washington, D. C.

OFFICE U. S. ATTORNEY EASTERN DISTRICT OF LOUISIANA,
April 9, 1856.

SIR: This morning I have given peremptory instructions to the marshal of this district to search the "Charles Morgan," a steamship advertised to leave this port to-morrow morning for Nicaragua, and report to this office by 5 o'clock, p. m., and at 8 o'clock, a. m., to-morrow, the 10th, the result of his investigation.

The object of these instructions, so peremptory, is to carry out *your instructions* of date 8th December, 1855, and to maintain the integrity of the act of Congress of 1818, and our treaty stipulations with Great Britain.

The report, should it be made, will be immediately forwarded to your department.

I am yours, truly,

TOM. S. McCOY,
United States Attorney.

Hon. CALEB CUSHING,
Attorney General United States, Washington, D. C.

U. S. ATTORNEY'S OFFICE EASTERN DISTRICT OF LOUISIANA,
April 10, 1856.

SIR: In obedience to my instructions to the marshal of this district, of yesterday's date, of which I informed you, the steamship "Charles

Morgan," bound for San Juan, was searched last evening and this morning, within one hour of departure.

The marshal has just reported no violation of law discovered.

I am, sir, very truly, yours, &c.,

TOM. S. McCOY,
United States Attorney.

Hon. CALEB CUSHING,
Attorney General, United States, Washington, D. C.

DEPARTMENT OF STATE,
Washington, May 15, 1856.

The Secretary of State to whom was referred the resolution of the Senate of the 24th of March last, requesting the President if, in his opinion, compatible with the public interest, to communicate to the Senate all the information he has concerning the revolutionary proceedings which have recently occurred in Nicaragua, and especially concerning the recent seizure of the property of the Nicaraguan Transit Company; and, also, the resolution of the House of Representatives of the 8th instant, requesting the President, if not incompatible with the public interests, to furnish that House with such information as may be in his possession, or in that of any of the departments, touching the recent disturbance at Panama, and touching the interruption of either of the routes of transit in foreign territory between the Atlantic and Pacific oceans; and, also, what measures, if any, have been taken for the protection of American interests in relation to the same, has the honor to lay before the President the documents mentioned in the subjoined list.

Respectfully submitted. W. L. MARCY.

To the PRESIDENT OF THE UNITED STATES.

CENTRAL AMERICAN PAPERS.

List of documents accompanying report of Secretary of State, May 15, 1856.

Mr. Marcoleta to Mr. Marcy, June 2, 1855.
Mr. Marcy to Mr. Marcoleta, June 5, 1855.
Mr. Wheeler to Mr. Marcy, July 1, 1855.
Same to same, (enclosures,) October 14, 1855.
Same to same, (enclosures,) October 23, 1855.
Same to same, (enclosures.) October 30, 1855.
Mr. Marcy to Mr. Wheeler, November 8, 1855.
Mr. Wheeler to Marcy, (enclosure,) November 8, 1855.
Same to same, (enclosures,) November 12, 1855.

Mr. Irisarré to same, November 30, 1855.
Mr. Marcy to Mr. Irisarré, December 6, 1855.
Mr. Wheeler to Mr. Marcy, (enclosure,) November 30, 1855.
Mr. Marcy to Mr. Marcoleta, December 1, 1855.
Mr. Marcoleta to Mr. Marcy, December 8, 1855.
Mr. Molina to same, December 6, 1855.
Mr. Marcy to Mr. Molina, December 10, 1855.
Same to Mr. Wheeler, December 7, 1855.
Mr. Wheeler to Mr. Marcy, (enclosures,) December 15, 1855.
Mr. French to same, (enclosure,) December 19, 1855.
Mr. Marcy to Mr. French, December 21, 1855.
Mr. Molina to Mr. Marcy, December 20, 1855.
Mr. Wheeler to same, (enclosure,) December 24, 1855.
Same to same, December 30, 1855.
Mr. Marcoleta to same, (enclosure,) January 7, 1856.
Mr. Marcy to Mr. Wheeler, January 8, 1856.
Mr. Wheeler to Mr. Marcy, (enclosures,) January 15, 1856.
Same to same, January 15, 1856.
Mr. French to same, January 18, 1856.
Mr. Wheeler to same, (enclosures,) January 25, 1856.
Mr. French to same, (enclosure,) February 5, 1856.
Mr. Marcy to Mr. French, February 7, 1856.
Mr. Wheeler to Mr. Marcy, February 26, 1856.
Mr. Hine to Mr. Marcy, March 9, 1856.
Mr. Marcy to Mr. Hine, April 11, 1856.
Mr. Vanderbilt to Mr. Marcy, (enclosures,) March 26, 1856.
Mr. Wheeler to same, (enclosures,) March 17, 1856.
Same to same, March 31, 1856.
Same to same, (enclosures,) April 17, 1856.
Mr. Molina to same, April 8, 1856.
Mr. Marcy to Mr. Molina, April 25, 1856.
Mr. Molina to Mr. Marcy, May 2, 1856.
Mr. Marcoleta to Mr. Marcy, April 26, 1856.
Mr. Marcy to Mr. Molina, May 2, 1856.
Mr. Molina to Mr. Marcy, May 6, 1856.
Mr. Vijil to same, May 14, 1856.
President of Nicaragua to President of United States, April 17, 1856.
Captain Tinklepaugh's protest, May 6, 1856.

PANAMA PAPERS.

Mr. Ward to Mr. Marcy, (enclosures,) April 18, 1856.
Mr. Hoadley to same, (enclosures,) May 1, 1856.
Same to same, (enclosures,) May 2, 1856.
Mr. Marcy to Mr. Ward, May 3, 1856.
Same to Mr. Bowlin, May 3, 1856.

CENTRAL AMERICAN PAPERS.

Mr. Marcoleta to Mr. Marcy.

[Translation.]

LEGATION OF NICARAGUA,
New York, June 2, 1855.

The undersigned has, with sorrow and astonishment, been informed of the departure, from the port of San Francisco, in California, of the so-called Colonel Walker, in company with several armed persons, who are on their way to the territory of the republic of Nicaragua, in evident violation of the laws of both countries.

The undersigned, who is, and has been an occular witness of the efforts made, and of the prompt and energetic measures recently adopted by the federal government in order to restrain and suppress the piratical and criminal expedition formed in New York and other points, by Kinney, Fabens, and associates, who propose to invade, on the Atlantic side, the territory, and to destroy the government of Nicaragua, cannot avoid expressing to the Hon. Secretary of State of the United States the regret he feels at the indifference shown, on this occasion, by the authorities of the State of Upper California, who, had they been better disposed, might have seconded, in that remote part of the American Union, the noble and generous efforts of the federal government in the State of New York.

The undersigned also regrets that the strictest and most imperative duty imposes upon him, on this occasion, the binding obligation of protesting, as he does in fact hereby protest, in the strongest and most energetic manner, against the tolerance of the authorities of San Francisco, and against the departure from that port of a military expedition against a sister nation, who is in the most perfect peace and harmony with the American people and government.

The undersigned avails himself of this occasion to renew to the Hon. Secretary of State the assurances of his most distinguished and highest consideration.

J. DE MARCOLETA.

Hon. W. L. MARCY, *&c., &c., &c.*

Mr. Marcy to Mr. Marcoleta.

DEPARTMENT OF STATE,
Washington, June 5, 1855.

The undersigned has the honor to acknowledge the receipt of Mr. Marcoleta's note of the 2d instant, in which he states that he had been informed of the departure from San Francisco for the republic of Nicaragua of the so-called Colonel Walker in company with several armed persons. Mr. Marcoleta does not mention the source from

which he obtained this information, but if it was communicated to him through the newspapers, it had already reached the undersigned through the same channel, but was not deemed indicative of another conspiracy against Nicaragua, inasmuch as the undersigned is under the impression that the announcement of the sailing of Colonel Walker and his associates was followed by the further statement that they were on their way to Nicaragua for the purpose of entering into the military service of the government of that republic. This is a proceeding which is not forbidden by the laws of the United States, and it is presumed, is not one of which Mr. Marcoleta meant to complain. Inasmuch, however, as he seems to suppose that the United States officers at San Francisco were negligent in allowing Colonel Walker to depart, the attorney of the United States at that place will be instructed to report to this department upon the subject.

The undersigned avails himself of this occasion to offer to Mr. Marcoleta a renewed assurance of his very distinguished consideration.

W. L. MARCY.

Señor Don JOSÉ DE MARCOLETA, *&c.*, *&c.*, *&c.*

Mr. Wheeler to Mr. Marcy.

[Extract.]

[No. 17.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
San Juan del Norte, July 1, 1855.

SIR: * * * * * * * *

I would also inform the department that a force of about two hundred and seventy men, under Colonel Walker, had landed near San Juan del Sur, and reports on the day I left were that he had taken Rivas and San Juan del Sur.

With sentiments of high esteem, I am your faithful servant,

JOHN H. WHEELER.

Mr. Wheeler to Mr. Marcy.

[No. 25.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, October 14, 1855.

SIR: Since writing my last dispatch events of much importance have occurred; on yesterday, at 6 o'clock in the morning, the forces of Colonel William Walker, amounting to 400 men, (of which 92

were Americans,) attacked this place; after a sharp firing of 15 minutes this city was taken. Walker had two men wounded, the Granadians four killed, many wounded, and about forty prisoners. The president of the republic fled, but some of his chief officers are prisoners, and a proposition of peace has been made by which Walker is appointed provincial president for one month, and an election is to be ordered by the people, and the president elect to take office at the end of one month.

I hope that this may settle this distracted yet beautiful country.

I have the honor to be, very respectfully, your faithful servant,

JNO. H. WHEELER,

Minister Resident of the Republic of Nicaragua.

Hon. WM. L. MARCY,

Secretary of State of the United States, Washington.

Enclosed is a copy of Walker's proclamation of this date.

[Translation.]

Manifesto addressed to Nicaraguans.

At the hour of six o'clock this morning I took possession of this city, after a slight resistance offered to the troops under my command by those of the supposed legitimate government. During the little skirmish, three or four soldiers of the enemy had the misfortune to be killed, but after the triumph which I was bound to obtain no personal molestation has been offered to any one. All those families who were expecting incendiarism, robberies, assassinations, shootings, and unutterable immoralities, as the lying legitimists had repeatedly foretold, have seen and witnessed quite the contrary. My duty as the chief of the extraordinary forces of a government liberal in principles, whose views are to maintain the vital interests of the State, protection to the laboring man, security to the citizen, encouragement of the arts, science, and agriculture, &c., &c., was to preserve and cause to be preserved order. Thus it is, that although I caused the arrest of Messrs. Don Dionisis Chamorro, Don Toribio Jerez, and other personages of high consideration, who were the principal agents of legitimacy, I did nothing with them, except to deliver them to persons of responsibility, to be kept in custody. I shall then continue to occupy the other towns of the State, and death to him that opposes the imperious march of my forces, into which will be admitted, without distinction of color, all who may desire to join them.

The people of Nicaragua must not allow themselves to be deceived, for this is the truth demonstrated by acts, and with that understanding, their happiness is in their own hands. Here it is—a democratic government in its true sense guaranties progress and liberty.

WM. WALKER.

GRANADA, *October* 13, 1855.

[Translation.]

REPUBLIC OF NICARAGUA, DEPARTMENT OF WAR,
Granada, November 2, 1855.

MOST EXCELLENT SIR: The provisional supreme executive power of the republic has been pleased to issue the following decree:

The government, in view of the urgent necessity which exists for the organization of the executive power, and considering that the appointment made of the licentiate Don Norverto Ramires, as minister of the interior and foreign relations, may be dilatory and injurious to the public peace, in the exercise of its powers

DECREES:

1. The licentiate Don Maximo Jerez is appointed minister of the interior and of foreign relations, *ad interim.*
2. The minister of war, temporarily in charge of the department of relations, will communicate the above to the appointee and to those whom it may concern.

RIVAS.

GRANADA, *November* 1, 1855.

And I do myself the honor of communicating the same to your excellency for your information.

I avail myself of this opportunity to enclose to your excellency the signature of the appointee, and to tender you the assurances with which I am your excellency's obedient servant,

PONCIANO CORRAL.
MAXIMO JEREZ.

To the Honorable MINISTER PLENIPOTENTIARY
of the Republic of the United States of America.

Mr. Wheeler to Mr. Marcy.

[No. 26.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, October 23, 1855.

SIR: Fearing lest, by the tumults of war that still disorder this unhappy country, my last dispatch miscarried, I forward a duplicate. This dispatch will inform you of the attack on this city by the forces under the command of Colonel Walker, and its capture, and the proposition by its chief citizens to make him provisional president. At the request of the chief officers of the late government, the clergy,

and citizens, I endeavored to make peace by conveying their resolves to General Corral. A copy of our correspondence is herewith enclosed, marked A, B.

The depositions of Captain George B. Slocum, marked C, of Eli Birdsall, marked D, prove most violent bloodshed at Fort San Carlos.

The depositions of John F. Moore, marked E; William H. Burt and others, marked F; Clark Hill, marked G; Theron Wales, marked H; William Fitts, marked I; Jonathan G. Kenrick, marked J, of Gilbert H. Plank, marked K, prove violent bloodshed at Virgin bay; all are herein enclosed.

These outrages have produced the effect of a severe recrimination on the part of the invading forces, and on yesterday morning the minister of foreign affairs, Don Mateo Mayorga, was shot in the public Plaza.

I enclose to you the first English newspaper ever published in Granada.

My position has been faithfully maintained amid all these tumults, though far from being agreeable or safe.

I have written to the navy agent at San Francisco, that a ship of the Pacific squadron be sent to San Juan del Sur, and to the consul of the United States at Havana for any United States vessel that may touch at Havana.

Be pleased to repeat these requests to Mr. Dobbin.

I have the honor to be faithfully yours,

JOHN H. WHEELER,
Minister of United States near Republic of Nicaragua.

A.

HEADQUARTERS, *marching, October* 17, 1855.

I am placed in the imperious necessity to manifest to the minister of the United States of America, that in consequence of his return to the city of Granada, in the steamer of the Accessory Transit Company, taken by the chief commanding the forces who occupy that place, with the object to hurt the forces of the supreme government, who I have the honor to command in Rivas, I will now inform you that I am not, or will not be responsible for what may happen to you personally, for having interfered in our domestic dissensions to the prejudice of the supreme government who has recognized and admitted him; as much as the same made himself bearer of communications and proclamations against the legitimately recognized authority; therefore, I now protest, and I give you notice, that on this same date I informed the Secretary of State of the United States, Governor Marcy, and the newspapers of New York.

I am your dear servant,

D. F. L.
PONCIANO CORRAL,
Commander-in-chief of the army of the Republic of Nicaragua.

To the MINISTER OF THE UNITED STATES OF AMERICA *in Nicaragua.*

B.

LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Virgin Bay, October, 1855.

I have the honor to acknowledge the receipt of your letter of yesterday, in which you inform me that you are "compelled to manifest to me your protest against my return to the city of Granada with the object of injury to the forces under your command in the town of Rivas."

I reply that I had no such object in visiting Rivas, as will appear more fully by a letter which I wrote to the military governor of that department, a copy of which I enclose to you. I had no personal desire to leave Granada, but influenced by the chief citizens of Granada, (your own friends,) the venerable fathers of the church, the tears of your sisters, daughters, and others, I consented to visit you in company with Don Juan Ruiz, the minister of war and your superior in office, bearing the olive branch of peace, and a proposition from the commander general of the democratic forces, to make you the provisional president of the republic.

When I found that you were absent, and when I desired to return to this place, judge my surprise when I was informed both by the prefect and the governor, that I could not return, and was thus held for two days actually a prisoner of war, with my secretary, servants, and my national flag. For this gross act of the violation of the laws of nations and my rights as an ambassador, I protest, and be assured, general, that my government will hold you and your government to a severe responsibility for this lawless act.

You further inform me that if I return to Granada that you will not be responsible for my personal safety; and you will inform Governor Marcy, the Secretary of State, and the newspapers of New York, of my proceedings in this matter.

In reply, I inform you that when I have kept my word of honor, given to the governor of Rivas, to remain here two days to await your reply, I shall return to Granada; and that I do not request, nor have I ever requested, of you, to be responsible for my personal safety; the flag of the United States is sufficiently powerful for my protection, backed as it is by a patriotic President and thirty millions of people.

I have myself informed Governor Marcy of these matters, and I feel no way responsible to you or to the newspapers of New York for my official conduct.

Yours, faithfully,

JOHN H. WHEELER,
Minister United States of America,
near Republic of Nicaragua.

General PONCIANO CORRAL.

C.

REPUBLIC OF NICARAGUA, *Granada:*

This day came before me George B. Slocum, captain of the steamer vessel San Carlos, native of Rhode Island, and thirty years old, who, being duly sworn, says: That on Thursday, October 18, 1855, he, in command of said steamer, left the Toro Rapids at 1 o'clock, p. m., with about 500 passengers from New York bound to California; that, when within three miles of the Fort of San Carlos, having on board also the commandant of the Castillo fort and nine soldiers belonging to the army of the republic, he took on board, from a canoe in the river, Colonel Bosqu , commander-in-chief of the northern forces; when within hailing distance of San Carlos fort, he stopped the engine and ordered the anchor to be let go, and the boat to be lowered to go on shore to report to the custom-house; while in the act of doing this, a heavy cannon (24-pounder) was discharged from the fort, which struck the steamer, disabled the engine and steering gear, and from there the ball went upon the upper deck, killed Mrs. White, a cabin passenger, and her daughter, and wounded her son, (having taken off his foot.)

Immediately after the shot was fired I took a boat and went ashore to report to the custom-house the number of passengers, and to inquire the reason I was fired into; they said, in reply, that the La Virgin had been there in the morning with fillibusters on board, and they had fired at her; that they had the captain of the La Virgin on shore, and that they would not surrender him, as they intended holding him prisoner; they insisted on my returning to the Toro Rapids, and sending the passengers back to New York; I begged of them to let me pass with the steamer and passengers to take them to Virgin bay, and, after detaining the steamer eight hours, they consented to let me go, on condition that I would return as soon as possible with the steamer, having no passengers on board; that I must not bring any of the passengers from California with me.

I could not return on account of the engine being so much damaged that it required two days to take it apart for repairs; it being so much damaged that we were compelled to work it to Virgin bay by hand.

The conclusion this affiant makes is, that there is implacable hatred to all Americans, a fixed purpose to destroy the transit route on the part of the Nicaraguan government and its officials.

GEO. B. SLOCUM.

Sworn and subscribed to before me this 23d October, 1855.

JNO. H. WHEELER.

—

D.

REPUBLIC OF NICARAGUA, *City of Granada:*

This day came before me Eli L. Birdsall, a native of New York, aged thirty-one, who, being duly sworn, says that he is the engineer

of the steamer San Carlos, plying between Toro Rapids and Virgin bay, on Lake Nicaragua, and he has read and examined the affidavit of Captain Slocum, taken this day, relative to attack of authorities at San Carlos upon the steamer, the murder of a passenger and daughter and wounding her son, and the great peril in which the lives of all the Americans, passengers, and others, are exposed; that said affidavit is true; and it is his deliberate opinion, that if not promptly overawed by force, that the complete destruction of the transit route will be effected by the Nicaraguan government and its officials; and that, at this time, all communication from the Pacific to the Atlantic ocean is destroyed.

ELI L. BIRDSALL.

Sworn to and subscribed before me this 23d October, 1855.
JNO. H. WHEELER.

—

E.

REPUBLIC OF NICARAGUA, *City of Granada:*

This day came before me John T. Moore, a native and resident of Louisville, Kentucky, aged twenty-eight years, being duly sworn, says: That he left San Francisco, California, on the 5th of October, 1855, in the steamship Uncle Sam, and landed at San Juan del Sur on Tuesday, 16th instant; and, on 17th, left Virgin bay at night, and on the morning of the 18th, while off San Carlos, several cannon were discharged at the steamer, which compelled her to return to Virgin bay. The fort at San Carlos being in possession of the government of Nicaragua. On the evening of the 19th instant, while at Virgin bay, an attack was made by the forces of Nicaragua, and as many as fifty shots or more were fired upon the unarmed passengers, none making any resistance or effort except to escape; there was a grand stampede on the occasion by the passengers, five or more were killed dead, and seven to nine were wounded. The affiant was taken a prisoner; when, on the next morning, they returned to their quarters at Rivas, taking with them the person of Hon. Courtland Cushing as a prisoner, for whose fate this affiant has much anxiety. On the next morning the passengers went on board of the steamer, which went to the island of Ometepe; on the 20th we returned to Virgin bay, and finding the troops at Virgin bay we left for Granada, where we understood the United States minister resided, to place ourselves under his protection, where we now are, and where we have been received with all the kindness and protection we could anticipate or desire.

JOHN T. MOORE.

Sworn to and subscribed before me this 23d October, 1855.
JNO. H. WHEELER.

F.

REPUBLIC OF NICARAGUA, *City of Granada:*

This day came before me W. H. Burt, native and resident of New Hampshire, aged thirty-one years; O. F. Moore, native of New York, and resident of Indianapolis, Indiana, aged thirty-two; Augustus Elliott, native of Massachusetts, and resident of Boston, Massachusetts; David F. Little, native of the State of Louisiana, and resident of Clermont, New York, aged thirty-three years; Walter J. Myers, native of Ohio, and resident of Indiana; and Frederick Lockhart, native of Philadelphia, being duly sworn, say: That they have read the affidavit made this day by John T. Moore, before the American minister, relative to the attack by the troops of the government of Nicaragua on the unarmed passengers on the evening of the 19th October, 1855, and the same is verily true in every part and particular.

The affiants, Wm. H. Burt and O. F. Moore and David F. Little, stood within six feet when the captain of the forces gave the order to his men to fire, his men numbering at least one hundred, no effort or resistance being made by the passengers, by which five or more were killed dead and seven or nine wounded. Mr. Burt received a ball in his coat.

The affiant, David F. Little, baggage and freight agent on the isthmus, was on board the steamer San Carlos, and has read the testimony of Captain Slocum and Mr. Birdsall; that said affidavits are true; and, further, he saw a volley of at least fifty muskets fired from the fort at the steamer by the soldiers.

W. H. BURT,
O. F. MOORE,
AUGUSTUS ELLIOTT,
D. F. LITTLE,
W. S. MYERS,
FREDERICK LOCKHART.

Sworn to before me this 23d October, 1855.

JNO. H. WHEELER.

—

G.

LEGATION OF UNITED STATES, *Granada:*

This day came before me, Clark Hite, native and resident of Jefferson county, Kentucky, 22 years old, being duly sworn, says that he has read the testimony of J. T. Moore, taken this day before the minister of the United States, relative to the outrage on the California passengers at Virgin bay, on the evening of the 19th October, 1855. He was also a passenger, and said affidavit is true in every particular; and he furthermore swears, that the said soldiers took said Hite by force, and robbed him of his revolver, passage tickets, and his money, forty-four dollars in cash.

CLARK HITE.

Sworn to before me this 23d day of October, 1855.

JOHN H. WHEELER.

H.

LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, October 23, 1855.

Theron Wales being duly sworn, doth depose and say, that I am a citizen of the United States; that I am a passenger from San Francisco to New York. I was at Virgin bay on the evening of the 19th instant; I was standing in the company's office, when we were suddenly attacked by a party of men, natives of this country, who fired a volley of balls at the persons standing in front and in the office; a ball struck me on the arm, a little below the shoulder, making a dangerous wound and breaking my arm. I arrived in this place on Sunday night, on board the San Carlos, and I am now under medical attendance, under the care and protection of the American minister.

THERON WALES.

Sworn to and subscribed before me, this 23d August, (October,) 1855.

JOHN H. WHEELER.

—

I.

LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, October 23, 1855.

William Fitts, a citizen of Georgia, being duly sworn, doth depose and say, that in the evening of the 19th instant, about sunset, I was standing at the door of the Accessory Transit Company in Virgin bay, with a number of persons near to me, when we were attacked by a party of native soldiers; I received a musket ball in my arm, of which wound I am now suffering.

I am a passenger of the Transit Company from San Francisco to New York, and was detained at Virgin bay on account of the steamer that conveyed us from the latter place being fired into at San Carlos, by the troops of the legitimate party of this republic, and we were compelled to return to Virgin bay to wait until we could pass the fort of that place without endangering our lives.

WILLIAM FITTS.

Sworn to before me and subscribed, this 23d October, 1855.

JOHN H. WHEELER.
Minister of United States near Republic of Nicaragua.

J.

LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, October 23, 1855.

Jonathan G. Kendrick being duly sworn, doth depose and say, that I am a citizen of Cincinnati, State of Ohio; that I am a passenger of the Nicaragua Transit Company from San Francisco to the city of New York; that at the time the attack was made upon us at Virgin bay, in the evening of the 19th instant, by the troops of the legitimate party of this country, I was standing nearly opposite the door of the company's office, and was suddenly surprised by a loud discharge of musketry and at the same time I received a ball in my left shoulder, it passing out of my breast; that after I was wounded I was robbed of my money and my transit ticket; I was left laying for two or three hours outside of the office, when I was carried in by five Frenchmen, who were soldiers; they seemed to be friendly towards me; I remained in the office all night and part of the next day, when I was taken on board of the steamer La Virgin; during the time I was in the office I saw one of the natives rob the office of a black and a white carpet bag.

I saw a party of soldiers take Judge Cushing away with them, and prior to his departure he told one of his clerks to take care of the papers, as he expected as soon as he arrived at Rivas he would be allowed to return.

I arrived here in the steamer on Sunday night.

J. G. KENDRICK.

Sworn and subscribed to before me this 23d day of October, 1855.

JOHN H. WHEELER,
Minister of United States of America,
resident near Republic of Nicaragua.

—

K.

GRANADA, *October*, 1855.

This day appeared before me Gilbert H. Plank, aged 24, native of New York, who being duly sworn, says that he left San Francisco on the 5th instant, in the steamship Uncle Sam, and that on Friday last, (the 19th instant,) as he was crossing the isthmus from San Juan del Sur to Virgin bay, about a mile and a half from Virgin bay, he was met by an officer and twenty men, who arrested him, and demanded if he was a passenger; on his replying he was, he inquired if they intended to trouble or harm the passengers; he (the officer) then replied, that orders had been issued that *no more passengers should pass the transit route*, and when I arrived at Virgin bay as a prisoner, I heard the rapid firing of arms, and five passengers were killed, four of whom I aided to bury. The guard took me to the company's of-

fice, and when they found me to be a passenger I was released and went on board the steamer San Carlos, in which I came to this place, where I claim the protection of the American minister.

GILBERT H. PLANK.

Sworn to before me this 23d October, 1855.

JOHN H. WHEELER,
Minister resident.

Mr. Wheeler to Mr. Marcy.

[No. 27.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, October 30, 1855.

SIR: My last dispatch (No. 26, dated 23d instant) gave to you, with its enclosures, evidences of fearful outrages and murder, at San Carlos and Virgin bay, of American citizens by the officers of the legitimate government of Nicaragua.

I have the satisfaction to inform you that a treaty of peace was formed on the 23d instant between the generals of the two parties, General Walker on the part of the democratic party, and General Corral on the part of the legitimate party. I enclose a copy of this treaty herein; and on yesterday the treaty was consummated by General Corral, who marched, with his whole force of 500 men, into this city, and united with the troops of General Walker; the two chiefs embraced on the field, and then "proceeded to the church to return thanks to the God of armies for the termination of the war."

Don Patricio Rivas, the provisional president, has arrived in this city, and entered upon the discharge of his duties. He is esteemed as one of the best men of the republic. As soon as the departments are filled, the republic will be under another set of rulers than those recognized by the United States, and if no event of importance intervenes to call for any diplomatic action on my part, *I shall await instructions from you.* By that time, too, it will be ascertained if the people of Nicaragua have now substantially made another change, or whether it be only a successful foray of arms, ultimately to be overcome by a superior force.

It is confidently believed that the present condition of things will be permanent, and that substantial peace, for the first time in thirty years, reigns in Nicaragua; that at least three of the five Central American States will form a federal union (San Salvador, Honduras, and Nicaragua) under one president.

I also report, in the absence of any consul here, to the department, the death of the following American citizens: Nicholas Carroll, native of New York, and resident of San Francisco, California; 2. John L. Boyce, of Wayne county, Indiana; 3. William De Bois, of Great Bend, Susquehanna county, Pennsylvania. They left some effects, an

inventory of which I will forward as soon as I hear from Virgin bay, where some of them died. They were passengers from San Francisco to New York; as you will observe from the affidavits enclosed in my last, these passengers had many severe trials. They could not proceed, since the fort of San Carlos had fired on them; and when they returned to Virgin bay, they were attacked by the troops; many killed, many robbed, and some wounded. They then proceeded to this place, and 250 Americans sought my house for protection.

The promptings of my own nature, as well as those of humanity, caused me to open my doors to my homeless, wounded, plundered countrymen.

Two of them died, which I had buried at my own expense; two of them severely wounded, who have received every attention from me and every aid.

Those robbed of clothes have been furnished by me, and all entertained for two days and two nights at my cost. Upon what period shall I draw for reimbursement?

I have the honor to be, very faithfully yours,

JNO. H. WHEELER.

Hon. WM. L. MARCY,
Secretary of State of the United States, Washington City.

TREATY.

Generals William Walker and Ponciano Corral, being animated with the most sincere desire to put an end to the war which has destroyed Nicaragua, and anxious to remedy so great an evil, the first in virtue of the faculties given him, and the second fully empowered by the government which resided in this city, have agreed, after mature discussions, in celebrating the following treaty:

1. From this day are suspended hostilities, and there shall be peace and friendship between the belligerent armies.

2. Patricio Rivas is named provisional president of the republic of Nicaragua for the term of fourteen months, unless the president, in full council of ministers, should resolve to call an election before the end of the term.

3. The ministers of State will be appointed by the president, and will be taken from the four departments of which is composed the republic: one of war, one of foreign and internal affairs, one of treasury, and the other of public credit.

4. The provisional government will respect, and have respected, the chapters 2d, 3d, and 4th, and sections 2d and 3d of the general dispositions of the constitution of 1838.

5. There will be a general oblivion of all that has taken place to this day for political faults and opinions, and no one will be molested or troubled for such.

6. The contracting parties and the provisional president oblige

themselves to recognize all debts contracted by the belligerent parties, whether it be for loans, exactions, or any other cause.

7. The President will recognize the commissions and military appointments of those who have served under the belligerents.

8. All those chiefs, officers, or citizens who may wish to return from the republic or cities, may do so with the guarantee and security of their persons and property.

9. The French Legion may continue serving the republic, should they manifest a desire to become citizens of Nicaragua, and in this case the government will give to each the portion of land that has been offered them. The arms they now use, as they belong to private individuals, will be returned to their owners.

10. General Walker will give orders to the forces that are attacking Managua to withdraw themselves to Leon, and reduce their number to one hundred and fifty men; when this will be done, General Corral offers to reduce the forces of Managua to the precise number of one hundred men, under the command of General Martinez, those of Masaya to fifty men, under command of Colonel Don Lini Cezar, or another honorable chief.

11. The forces of Rivas will remain under the command of General Hartruch, and the provisional government will appoint the chief officer, and regulate the number of men that will be on duty in that department.

12. The governments that have heretofore existed in Nicaragua during this war will cease when the generals shall notify them of this treaty.

Done in the city of Grenada, this twenty-third day of October, in the year of our Lord one thousand eight hundred and fifty-five.

ADDITIONAL ARTICLES.

1. Twenty-four hours after the arrival in this city of the provisional president of the republic, the army that General Corral commands in Masaya will enter this city, when, united with that of General Walker, the president and both generals will proceed to the church to return thanks to the God of armies for the termination of the war.

General Walker will be recognized as general-in-chief of the army of the republic, and named by a decree of the government.

General Corral will deliver the command, armament, and munitions of war, unless the government disposes otherwise.

2. The government of the republic will reside in this city, and will here receive the ministers and consuls of foreign nations.

3. Both armies will use no other device than a blue ribbon, with the inscription, "Nicaragua Independiente." The great seal, the arms and inscriptions of the banners and standards will also have the same motto.

WM. WALKER,
Commander-in-chief of the democratic army that occupies Granada.
PONCIANO CORRAL,
General-in-chief of the forces of the republic.

GRANADA, *October* 23, 1855.

In virtue of the full powers that, by decree of yesterday, were conferred upon me, I oblige myself to respect and have complied with the foregoing.

PONCIANO CORRAL, *General-in-chief.*

GRANADA, *October* 23, 1855.

Mr. Marcy to Mr. Wheeler.

[No. 13.] DEPARTMENT OF STATE,
Washington, November 8, 1855.

SIR: I have received and laid before the President your dispatches numbered 25 and 26, together with their enclosures. The miserable condition of Nicaragua is much regretted, and devolves upon this government perplexing duties. While adhering to our settled policy of leaving to every nation the management of its own internal affairs, we have important duties to perform in regard to our citizens who may be resident within or passing through its territories. The recent murders and outrages committed upon them in the State of Nicaragua must be atoned for by the authorities of that country. The perpetrators of these crimes must be punished, the sufferers indemnified, and the families of the murdered be provided for. Whenever that country has a responsible government, a due measure of satisfaction will be demanded. In the present condition of affairs there, it is difficult to decide who has the responsible government on which the demand for satisfaction can be made.

It appears that a band of foreign adventurers has invaded that unhappy country, and, after gaining recruits from among the residents, has by violence overturned the previously existing government, and now pretends to be in possession of sovereign authority. The knowledge we have of their proceedings does not authorize the President to recognize it as the *de facto* government of Nicaragua, and he cannot hold, or permit you to hold, in your official character, any political intercourse with the persons now claiming to exercise the sovereign authority of that State. It appears to be no more than a violent usurpation of power, brought about by an irregular self-organized military force, as yet unsanctioned by the will or acquiescence of the people of Nicaragua. It has more the appearance of a successful marauding expedition than of a change of government or rulers.

Should the mass of the people of Nicaragua be unwilling or unable to repel this inroad or shake off this usurpation, and ultimately submit to its rule, then it may become *de facto* a government, and responsible for the outrages which have been committed upon the rights and persons of American citizens. Then this government will demand and exact ample indemnity and satisfaction from it.

The President instructs you to abstain from any official intercourse with the persons now exercising a temporary control over some parts of Nicaragua. In such a dubious state of affairs, you cannot be expected to act in your official character until you receive instructions

from your government, but you will be entitled to all the immunities of a minister if you do no act to forfeit them. You will remain in the country, and keep your government well advised of the actual condition of affairs therein. You will observe great circumspection in your conduct. You cannot retain a right to the privileges of a minister if you intermeddle in the concerns of any of the parties. The difficulties you have already encountered arose, as it appears, from an apprehension that you had improperly interfered in the conflict between the contending parties. Though the President has no doubt that you acted from the purest motives, intending only to subserve the cause of humanity, yet your course was aside from that which your duty as the representative of a foreign government imposed upon you. It has exposed you to the charge by one party of interfering in the concerns of the other, and on this ground an attempt will be made to justify the restraint put upon you. In regard to this matter, the President will hereafter take such a course as is dictated by a regard to your rights as a public functionary of this government.

Orders have been issued for some of our public ships to visit the Atlantic and Pacific coasts of Nicaragua. They will have instructions to look to and protect the persons and property of our citizens, but there should be no misapprehensions as to the extent to which they have a right to interfere. The commanders of such ships have no right, except in very extraordinary cases, to send forces to operate on land, and in no case could they be permitted to take any part in the conflicts of the contending parties within the limits of the country. They can, and should protect our merchant vessels from illegal seizure and pillage, and afford an asylum to our citizens who wish to escape from scenes of violence and bloodshed, and secure a depository for their property.

Should the officers of the national armed ships, sent to the coast of Nicaragua, confer with you as to acts proper for them to do in any emergency, you will be careful in the advice you may give them. Acts of war cannot be committed without the authority of Congress. Repelling threatened outrage upon our citizens, or shielding their property from unjust seizure, or protecting their persons, are not acts of war. They are exertions of power not inconsistent with the relations of peace.

I am, sir, your obedient servant,

W. L. MARCY.

JOHN H. WHEELER, Esq., *&c.*, *&c.*, *&c.*

Mr. Wheeler to Mr. Marcy.

[Extracts.]

[No. 28.] LEGATION OF THE UNITED STATES OF AMERICA.
NEAR THE REPUBLIC OF NICARAGUA,
Granada, November 8, 1855.

SIR: Your dispatch No. 12, has been received.

I enclose (marked A) a copy of the original resolutions adopted by the principal citizens of Granada, on the 14th ultimo, at whose earnest entreaties, in company with the late minister of war, Don Juan Ruiz, I bore these resolutions to the camp of General Corral.

In my dispatch No. 26 (marked A, B) is a copy of my correspondence with Corral, to which you will be pleased to refer. For this violent outrage to my flag and the laws of nations, I shall expect that my government will demand such reparation as its dignity demands.

The provisional government has been formed, and in full exercise of its powers:

Don Patricio Rivas, as president.
General William Walker, as commander-in-chief.
General Max. Jerez, as minister of foreign affairs.
General P. Corral, as minister of war.
Colonel P. H. French, hacienda.
Don Fermin Ferrer, public credit.

And I have been officially notified of these appointments. Affairs of the utmost moment demanding the attention of a minister, in accordance with the example of Mr. King with the provisional government of France in 1850, and the instructions from your department, that "the principle has always been acknowledged by the United States, that every nation possesses the right to govern itself according to its own will, to change its institutions at discretion, and to transact its business through whatever agents it may think proper," (see Wheaton's Elements of International Law, 276,) I shall feel authorized to present myself to the president of the provisional government, believing that this course will meet your entire approbation.

I regret to inform you that General Corral, the late commanding general of the legitimate army and the secretary of war under the present government, was arrested day before yesterday for treason. He was tried by a court of his own choice. His letters inciting his late officers to *attack this city and developing plans for* its capture were acknowledged by him. The sentence of the court was that he should be shot, and on this day, at 2 o'clock, p. m., on the public plaza, the sentence was carried into execution.

* * * * * * * *

In addition to the persons named in my last as dead, I would report as killed at San Carlos, on 18th October, Mrs. Alexander White and child, of Sharon, Schoharie county, New York, and son badly wounded.

As killed at Virgin bay, on 19th October, ——— Howard, Covington, Kentucky, H. B. Davis, Van Buren county, Iowa.

Wounded—B. D. Henry, residence unknown; Charles Steward, (or Stonard,) residence unknown; —— Fitz ———, residence unknown; Cornelius Ross, Boonville, Cass county, Missouri; J. G. Kenrick, Cincinnati, Ohio; Theron Wales, Southwaywork, Massachusetts.

Very respectfully,

JOHN H. WHEELER.

Hon. W. L. MARCY,
Secretary of State of the United States.

—

[Translation.]

In the city of Granada, on the 14th day of the month of October, 1855, the undersigned being assembled in the court-house, and taking into consideration the critical position in which the city finds itself invaded by the forces of the provisional supreme government, which are in possession of the same, have agreed and resolved what follows:

Art. 1. Having succeeded in obtaining from the commander-in-chief of the democratic forces, which occupy this place, propositions of peace, on conditions that read literally thus:

1st. William Walker shall be appointed provisional director of the republic for the term of one month. Immediately after his installation, all the people of the State shall be convened, in order that they may elect the director who is to take possession at the expiration of the term for which the provisional director has been appointed.

2d. All rights of person and of property of both parties shall be guaranteed, and a veil shall be thrown upon all political offences.

3d. The army of the provisional government shall be organized under the direction of the provisional director. And the undersigned being convinced that, under circumstances so embarrassing, this is a means of obtaining peace and the consequent guarantees of person and of property, have thought proper to appoint the minister of the government of the United States, Don Jacinto Chomorro, Don Juan Ruiz, Don Fran. Pecovini, and Don Santiago Solorsano, as commissioners near the chief of the belligerent forces which are under his orders, in order that they may make propositions of peace, on the bases above mentioned, each of them using all his influence in order to obtain so precious a boon, to which effect they shall carry with them an authenticated copy of the present act.

Art. 2. The inhabitants of this city are very well satisfied with the conduct of the actual prefect, Don Firmin Ferrer, in consequence of his discharging the duties of said office according to the wishes of the aforesaid inhabitants, and his maintaining order at all risk, with which this session was brought to a close, the same being presided over by the prefect, whose signature follows, together with that of the municipal officers and other concurring inhabitants.

F. Ferrer, R. Vivas, Sebastian Moreno, Fran. Calonge, Lorenzo Guerrero, M. Benard, T. B. E. Thomas, Hilario Selva, Juan Gribarran, P. Quadra, Bernabé Menuel, Sebastian Escobar, T. Arguello

Arca, Pedro Lugo, Jose M. Reyes Alvarado, Santiago Solersano, D. Chamorro, P. Lacayo, Agustin Vijil.

True copy, municipal department,

FRS. GARCIA CALONGE.

GRANADA, *October* 25, 1855.

Mr. Wheeler to Mr. Marcy.

[Extract.]

[No. 29.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, November 12, 1855.

SIR: * * * * * * * *

As I advised you in my last, (No. 28,) I was formally received on Saturday last as minister of the United States by Don Patricio Rivas, president of this republic. Enclosed are copies of my address and his reply, also the last number of "*El Nicaraguense,*" a weekly paper published here, which must interest you.

Don Buenaventura Silva has been appointed minister of war, vice General Corral *shot*. Señor Silva had been minister of war under the provisional democratic government at Leon.

In my opinion the present government of Nicaragua will be permanent, and I trust that the influences that may guide her councils may be so tempered by law and justice that the change of rulers will not be regretted either by their own sons or the civilized world. San Salvador and Honduras have congratulated this government on its success; Costa Rica must fall in; Guatemala, the determined foe of Nicaragua, will seek and find ready cause of quarrel, and will attack her—in which, aided by San Salvador and Honduras, and the adventurous spirits from the United States and elsewhere, Guatemala will be badly whipped. Then will come a confederated union of the five republics, and with it, I trust, peace, science, and civilization.

I am gratified to know that the United States steamer-of-war, the Massachusetts, S. Swartwout, lieutenant commanding, is at San Juan del Sur, and that the frigate Independence is expected soon. If there ever was a time and place that American citizens or property required the protection of our naval force, it is now and here. I hope that soon a ship-of-war will be at San Juan del Norte. In which event, as I learn from good authority that the present government of Nicaragua will asserts its rights to the town and port of San Juan del Norte by taking possession and hauling down the Mosquito flag and raising their own, it may be proper to give instructions to the commander of any United States ship that may visit that port—since it is said and believed that this occupation by Nicaragua will be opposed by the English naval force, which is always present in that habor.

Colonel Kinney sent a deputation (Fabens and Swift) to this city by the last steamer. I understand, from good authority, that Mr. Swift stated for Colonel Kinney, "that if the government of Nicaragua would recognize his grants from Shepard, that he would recognize the present government of Nicaragua," and that General Walker replied, "that Kinney should be distinctly informed that if he was caught in Nicaragua, (and he considered San Juan del Norte as a part of her territory,) that he would treat him as a traitor, and hang him in five minutes."

I have the honor to be yours faithfully,

JOHN H. WHEELER, *Minister.*

P. S. Since the foregoing was written I have received the enclosed communication from the minister of foreign affairs, recalling Mr. Marcoletta as the minister of this republic to the United States.

—

Mr. Wheeler's address to Don Patricio Rivas.

Mr. PRESIDENT: I congratulate you upon your accession to the presidency of the republic of Nicaragua.

I had the honor of presenting, in May last, to the government of this city, a letter from the President of the United States, accrediting me minister resident near this republic.

The diplomatic usages of the United States, from the earliest period, have always acknowledged that every nation possesses the right to govern itself according to its own will, and to transact its business through whatsoever agent it may think proper to employ.

In conformity to ancient and honorable precedents, I request that you will regard the letter of the President of the United States, now on file in the archives of your State Department, as addressed to you, as president of the republic of Nicaragua; and that you rely with confidence on his sincerity in the expressions of friendship entertained by him, and the people of the United States, for this republic, and the desire of the President and our government, to cultivate the harmony and good correspondence which now so happily subsists between us.

From the period of her independence from Spain, in 1821, to the date of the treaty, by virtue of which you, Mr. President, hold your office, Nicaragua has been the scene of revolution and warfare, of intestine convulsion and blood. If there were, at some short intervals, a temporary cessation of hostilities, it was only to enable the political storm to gather fresh fury by repose.

I hail the treaty of the 23d ultimo, between the chiefs of the respective armies, as was the sacred dove bearing the olive branch of peace, proving that the bitter waters of desolation and of destruction had subsided; and I trust that the ark which has been so long tossed upon the troubled ocean of political strife, may now rest secure in the enjoyment of peace and prosperity.

With a soil as fertile as any on earth, abundant in mineral wealth,

the "El Dorado" of the hopes of Columbus, a salubrious climate, a geographical position so important that it is the "golden gate" between the Atlantic and Pacific oceans, which opens the commerce of the world. Your republic, "the centre of Central America," only requires peace, industry, and enterprise, to take its appropriate position among the nations of the earth.

The example of the "great republic of the north," like the north star to the sea-tossed mariner, plainly points to you the true way of national greatness. The interests are the same—their principles should be, also.

Our true policy is to declare and to *maintain* that the people of American republics can govern themselves; that no foreign power shall be allowed to control, in the slightest manner, our views, or interfere in the least degree with our interests. Our dignity, our rights and security as republics demand this, and the idea of any interference or colonization by any foreign power on this side of the ocean is utterly inadmissible.

Be assured, Mr. President, that nothing shall be wanting on my part to advance the interests of both republics, and as the representative of the United States to discharge my important and delicate duties in a manner agreeable to you and satisfactory to my own government.

To which the President made the following reply:

Mr. MINISTER: With particular pleasure I have listened to the expression of those generous sentiments with which your excellency congratulates my accession to the presidency, and for which I return to you my sincere thanks, and so far as in my power, in the position in which I find myself placed, nothing will be more grateful to me, than to maintain cordial relations with your excellency, who so worthily represents the government of the illustrious American nation.

If these relations have at all times been considered by Nicaragua as of great importance, for her improvement and well-being, how much, without doubt, more important are they now, when an extensive and disastrous civil war is just terminated by the means of fraternal understanding in favor of the republic; upon whose young and powerful elements of liberty and order hopes are founded that this country will march with a firm step to the same elevation of advancement which its free institutions and natural advantages present.

Several years since, by a solemn declaration of the legislative power, those principles which flow from the liberty and independence of the American continent were adopted; they strengthen the chains which unite us to the great republic of the north, who was the first to proclaim such principles, and which has been constant in maintaining them.

Nicaragua, as other sections of Spanish America, following the example which had been set by the magnanimous nation of the north, declared her independence and established liberal institutions; and since then both nations have considered themselves identified by such

peaceful interests, and every day their mutual welfare becomes more immediately connected.

Firm in these convictions, I flatter myself that your excellency, when treating on the appropriate subjects of your important mission, will find me always animated by the same sentiments which you have already expressed in favor of the two countries.

[Translation.]

REPUBLIC OF NICARAGUA, DEPARTMENT OF RELATIONS,
Granada, November 13, 1855.

In consequence of the establishment of a new political order of things in Nicaragua, the functions of Señor Don José de Marcoleta, minister of this republic near the government of the United States, have necessarily ceased, seeing that the powers which had been conferred upon him have not been confirmed.

I make this known to your excellency by order of the provisional president, hoping that you will be pleased to communicate the same to the government of the United States as soon as possible.

I avail myself of this occasion to renew to the Hon. Mr. Wheeler my respects and consideration, remaining his obedient servant,

MAXIMO JERES.

Hon. J. H. WHEELER,
Minister Resident of the government of the United States.

Mr. Irisarré to Mr. Marcy.

[Translation.]

NEW YORK, *November* 30, 1855.

The undersigned, minister plenipotentiary of the republics of Guatemala and Salvador, has the honor to address himself to the most excellent minister of foreign relations of the United States, for the purpose of stating to his excellency that the events which have lately taken place in Nicaragua, where a party of adventurers from these States have caused the overthrow of the legitimate government of that republic, committing unheard of atrocities against the defenders of their own nationality, and their inalienable rights, will place the republics of Guatemala and Salvador, as well as the other Central American republics, and those contiguous thereto, under the necessity of opposing with all their forces and means the existence of the usurped authority which those adventurers have acquired over Nicaragua, taking advantage of the weakness and confusion which a civil war had entailed upon that country.

The right which some men, not a few of them citizens of the United States, have assumed, to meddle with the domestic question of Spanish America, by setting on foot warlike expeditions, in support of parties

hat are forming there for the purpose of overthrowing the established governments, is an absurd and impolitic right, which no enlightened nation can acknowledge, and which all nations, whether civilized or otherwise, must resist at every hazard; because it is better to cease to exist than to be at the mercy of such interlopers.

It is well known that the government of the Union has disapproved the conduct of Colonel Walker and of the other invaders of Nicaragua, but this disapproval has not prevented the overthrow of the legitimate government of that republic, with the assistance of these foreigners; it has not prevented these same foreigners from barbarously murdering the loyal defenders of the established government; it has not prevented the North American Steam Company, styled *accessory of the transit*, from facilitating the invasion of those adventurers; it has had no effect in inducing the authorities of California to prevent, as they ought to have done, the departure of the invading expedition, and finally, it has not prevented the representative of the United States at Nicaragua from giving his sanction to the scandal, in recognizing as legitimate the government created by those intrusive regulators of the nation.

The undersigned hopes that, in view of the good friendship which subsists between the United States and the republics of Central America, this government will be pleased solemnly to declare its disapproval of the conduct of the authorities of California in tolerating the setting on foot of the aforesaid expedition, of the assistance given to this expedition by the Nicaragua Steam Company, and of the recognition by the representative of the United States of the authority usurped by those adventurers without national character, giving at the same time more stringent orders with a view of preventing the disturbers of the legitimate government of Nicaragua from being reinforced by new gangs of fillibusters.

The aforesaid republics cannot lay down their arms until they have driven from Nicaragua the intrusive rulers of the country; and the consequences of this war will be the more serious in proportion of the amount of resistance offered by these.

The undersigned expects a reply to this note, in order that he may communicate the same to the government he represents, renewing in the mean time to the most excellent Secretary of State of the United States the assurances of his perfect consideration.

A. J. DE IRISARRÉ.

W. L. MARCY, *Minister of Foreign Relations of the United States of America.*

Mr. Marcy to Mr. Irisarré.

DEPARTMENT OF STATE,
Washington, December 6, 1855.

The undersigned, Secretary of State of the United States, has the honor to acknowledge the receipt of the note of Mr. Irisarré, minister plenipotentiary of the republics of Guatemala and Salvador, of the

30th ultimo, in which he states that these republics, the other Central American States, and those contiguous thereto, will be under the necessity of opposing what Mr. Irisarré calls an authority wrested in Nicaragua from the legitimate government of that State, by a party of adventurers from this country. Mr. Irisarré also animadverts upon the supposed neglect of the authorities of California to prevent the departure of the adventurers referred to, and upon the recognition, by the United States' minister in Nicaragua, of the government created, as Mr. Irisarré says, by those intrusive regulators of the nation.

In reply, the undersigned has the honor to acquaint Mr. Irisarré that it is apprehended he is mistaken in supposing that the individuals who recently left California for the purpose of entering into military service in Nicaragua departed with the knowledge of the authorities of California as to their hostile purposes, or with the connivance of those authorities. On the contrary, the undersigned is assured that when there was reason to believe that such purposes were entertained by parties embarking in the steamers at San Francisco for San Juan del Sur, every exertion was made, and in many instances with success, to prevent their departure. The fact that these well-meant endeavors in some instances failed, should, as the undersigned conceives, be imputed, not to neglect or bad faith on the part of the proper authorities, or to the insufficiency of the law, but to circumstances which could not be controlled. Mr. Irisarré is aware that many, if not most of the passengers in the steamers which depart from San Francisco for San Juan del Sur are miners returning to their original homes in the Atlantic States. It is probable that the persons of whom Mr. Irisarré complains belonged to this class. It is not certain, however, that in every instance they left San Francisco with an illegal design, and even if they did, it is not likely that they could be so far distinguished from persons of a similar class, embarking in the same steamers, who were quite innocent of any such design as to warrant judicial proceedings against them.

The undersigned has the honor to assure Mr. Irisarré that, in recognizing the new government in Nicaragua, the minister of the United States in that country did not act pursuant to the instructions of this department. On the contrary, express instructions have been given to him to abstain from doing so, though these had not reached him when he acted in that matter. Although the prevalence of civil war in that republic and in other Spanish-American States is deeply to be deplored, and all friends of humanity would greatly prefer that changes there, if expedient, in the forms of government and in the persons to be entrusted with their administration should be wrought by peaceful means, the United States do not feel called on to interpose against the employment of others for that purpose, provided the law of nations, including the laws of war, so far as their rights and those of their citizens may be affected, shall be duly observed by the contending parties.

The undersigned avails himself of this occasion to renew to Mr. Irisarré the assurances of his very high consideration.

W. L. MARCY.

Señor DON ANTONIO J. DE IRISARRÉ, &c., &c., &c.

Mr. Wheeler to Mr. Marcy, with an enclosure.

No. 31.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, November 30, 1855.

SIR: The enclosed decree of the government of this republic will nform you of the appointment of Parker H. French, esq., as envoy xtraordinary and minister plenipotentiary from this republic to the Jnited States.

Mr. French leaves in this steamer for Washington. He bears with nim the treaty made by me under your instructions of 20th June last, ratified by this government, and is prepared to exchange the ratifications, which by the terms of the treaty must be done at Washington city.

I enclose you the last newspaper, with passages marked with red pencil, to which your attention is respectfully drawn.

I have the honor to be, faithfully, yours,

JOHN H. WHEELER,
Minister of the U. S. A., near the Republic of Nicaragua.

Hon. WILLIAM L. MARCY,
Secretary of State U. S., Washington city.

[Translation.]

[No. 56.] REPUBLIC OF NICARAGUA, MINISTRY of RELATIONS,
Granada, November 23, 1855.

The most excellent president has been pleased this day to issue the following decree:

"*The Provisional President of the Republic of Nicaragua to its inhabitants:*

"Considering it of the highest importance that a diplomatic agent should be accredited from this republic near the government of the United States, for the purpose of maintaining and strengthening the good relations which subsist between both countries, and having the greatest confidence in the qualifications and patriotism of Señor Parker H. French, colonel of the army of the republic, and at present minister of finance of the supreme provisional government, in the exercise of his functions,

"DECREES:

"ARTICLE 1. Señor Parker H. French, colonel of the army of the republic, and at present minister of finance of the supreme provisional government, is nominated minister plenipotentiary from this republic near the government *of the United States of* America, in order that,

agreeably to his instructions, which will be communicated to him, he may attend to the objects of his mission.

"ARTICLE 2. The secretary of state is charged with the execution of the present decree.

"Done at Granada, the 23d November, 1855.

"PATRICIO RIVAS.

"To the SECRETARY OF RELATIONS."

And I communicate it to Señor Colonel French, by the direction of the provisional president, who anticipates, from his sentiments in behalf of Nicaragua, that he will be pleased to accept the important mission to which he has been named.

I embrace the present occasion to offer you the assurances of my distinguished consideration, and subscribe myself your obedient servant,

MAXIMO JEREZ.

Señor Colonel PARKER H. FRENCH,
Minister of Finance of the supreme provisional government.

Mr. Marcy to Mr. Marcoleta.

DEPARTMENT OF STATE,
Washington, December 1, 1855.

The Secretary of State presents his compliments to Señor Don José de Marcoleta, and, in compliance with his oral request, has the honor to enclose a copy of the note* of the Nicaraguan minister for foreign affairs to the minister resident of the United States, announcing the termination of Mr. De Marcoleta's diplomatic functions.

Mr. Marcoleta to Mr. Marcy.

[Translation.]

WASHINGTON, *December* 8, 1855.

The undersigned has received the copy which, at his own request, the honorable Secretary of State of the United States did him the honor of transmitting to him on the 1st instant, of the letter which Don Maximo Jerez, called secretary of state of the pretended government of the republic of Nicaragua, addressed to Colonel Wheeler on the 13th of November last, informing him that, in consequence of the new political system inaugurated at Nicaragua, the undersigned had ceased to perform his diplomatic functions in the United States, the

* For a translation of the note referred to see accompaniment to Mr. Wheeler's, No. 29, *ante*.

›wers which had previously been conferred upon him not having ›en ratified anew.

The undersigned, while he hastens to express his gratitude for the ınd condescension of the honorable Secretary of State, cannot avoid ating here that, being the true and only representative of the legitiıate government of the republic of Nicaragua, recognized as such, ›en at this day, by the diplomatic agents of Guatemala, Costa Rica, ıd St. Salvador, he cannot, nor must not, in any way whatever, subıit to and much less recognize, the spurious authority whence said ocument emanates, because it does not proceed from the national nd legitimate government, nor from a government *de facto*, resulting ·om the triumph of either of the political parties which, under varıus forms and aspects, are struggling for power everywhere and mong all nations; but from a pretended, intrusive, and usurping dministration, brought into existence by fraud and treason, created nd subjected to the pressure and influence of the bayonets of a savge horde of pirates, imbued and stained with the noble and innoent blood of illustrious Nicaraguan patriots, inhumanly, cruelly, owardly, and shamefully assassinated and immolated on the altars of he country.

The undersigned will abstain from entering into any digression elative to the means employed by the internal conspirators and forıign pirates, all of the same nationality and proceeding from the same ›lace, all American citizens, who have placed the republic on the ›orders of a precipice; the honorable Secretary of State is perfectly well informed of all the facts and circumstances connected with this temporary catastrophe, and does not require other details than those which are to be found on file in the archives of the Department of State.

There is, however, one fact of the greatest gravity and importance in the opinion of the undersigned, such as the premature and hasty recognition, by Colonel Wheeler, of the order of things now existing in Nicaragua; and however obvious and notorious it may be, that it was a spontaneous and voluntary act which could not have been prompted by instructions or orders emanating from the Department of State of the Union, nevertheless, the undersigned cannot do otherwise than to request the honorable Secretary of State of the United States to be pleased to inform him, whether his government approves and confirms the recognition made by Colonel Wheeler, and, consequently, the authority from whence the letter of the 13th of November last, signed by the so-called secretary of state, Maximo Jerez, emanates, and the consequences which, in the opinion of the Secretary of State of the United States, said letter introduces in the diplomatic relations with the government of the Union, and in the public and official character of the envoy extraordinary and minister plenipotenıiary of the legitimate government, always existing in principle, of he republic of Nicaragua.

The undersigned avails himself of this opportunity to renew to the ıonorable Secretary of State the assurance of his most distinguished onsideration.

J. DE MARCOLETA.

Hon. *Wm. L. Marcy, &c., &c., &c.*

Mr. Molina to Mr. Marcy.

[Translation.]

WASHINGTON, *December* 6, 1855.

The undersigned, chargé d'affaires of the republic of Costa Rica, finds himself under the necessity of calling the attention of the Hon. Secretary of State of the United States to the events that are taking place in Nicaragua.

Costa Rica, as a descendant of the same stock, the heir of the same religion, language, laws, and customs, cannot remain passive to the aforesaid events, which threaten to destroy, by violent means and forever, these bonds of fraternity between the two countries, the independence of Nicaragua, already undermined, and successively, that of Costa Rica and the other Central American States.

Force, aided by fraud and treason, has temporarily triumphed over every principle of justice and legality, giving untimely birth to the semblance of a government, which did not hesitate in crouching before an unlawful assembly of adventurers, wading in the blood shed by the most horrible murders.

The government of Costa Rica hopes that this situation will not prove a subject of indifference to the government of the United States, seeing that it is the result of a great crime, complex and multiform, which was hatched and set on foot within the territory of the United States, and continued without interruption in a foreign land, by North American citizens, with means and assistance, and, to a certain extent, with the moral force of the nation, against the existence of peaceable and friendly States.

The nationality of the adventurers is not a matter of doubt; they themselves avow the fact, and the whole world considers them as citizens of this republic; and although they may have forfeited the right to be protected by this government, their national character cannot be so easily lost; it consists in traits deeply drawn, cherishing the ties which bind them to this nation; and, in the opinion of the undersigned, their allegiance still continues, not being able to conceive how they can be exonerated from such allegiance in consequence of a crime. If they are disowned by the government to-day, they hope, not without cause, to be received with open arms to-morrow, arrayed in holiday attire for annexation, and to be exalted, their booty being legitimatized.

The undersigned does not think it necessary to engross the precious time of the Hon. Mr. Marcy with a narrative of facts that are notorious, nor to enquire whether the outrages to which he alludes have originated in the United States, through the deficiency of the laws, or through the neglect of the authorities. It is sufficient for him to show that an evil exists—a serious evil—not only as regards weak nations, which it threatens to destroy, but also with respect to the great republic in whose bosom the demoralizing principle of filibusterism is fermenting and developing itself, in contempt of the authorities,

the laws, the international relations and pledges, and of the principles of eternal justice which all civilized nations observe.

The government of the undersigned would deem it a grievous insult offered to the Hon. Secretary of State, if it did not expect from his sense of justice that he will denounce these occurrences in the most severe terms, and that he will be the last to sanction, by his recognition, their actual and ephemeral results; and that, by devising legal means of suppressing, proportionate to the immensity of the evil, he will adopt effective measures, in order to prevent the evil from extending further, to the injury of Costa Rica, and of the other republics of Central America, and in order that the people of Nicaragua may recover the liberty of governing themselves.

In making this urgent request, in the name of justice, and the relations of friendship which exist between the republics of Costa Rica and the United States, the undersigned cannot avoid mentioning how very much surprised he has been to learn, through the newspapers, of the participation in the events that have taken place in Nicaragua, by the minister resident of this republic at Granada, who went so far as to recognize, with no less haste than ceremony and complacency, the farce of a government of fillibusters. The undersigned is well aware that this act could not have taken place in virtue of special instructions; but the silence of the government of the Union leaves it to be inferred by the public, and might induce thoughtless and ill-disposed persons to believe that the fillibusters were acting under the approbation of this government. This belief will have the effect to increase the number of adventurers who threaten to lay all Central America in blood.

The undersigned requests the Hon. Secretary of State to be pleased to induce the enlightened government of the United States, as speedily as possible, to take solemn and public notice, by a note announcing its disapproval of the fillibustering enterprise which originated in Nicaragua, its bloody deeds and lawless ephemeral results, and that it will condemn the conduct of its minister, adopting effective measures in order to prevent North American fillibusters from making that State a point of reunion where they may assemble.

The undersigned tenders to the Hon. Secretary of State the assurance of his high consideration and distinguished regard.

LUIS MOLINA.

Hon. W. L. MARCY,
Secretary of State of the United States.

Mr. Marcy to Mr. Molina.

DEPARTMENT OF STATE,
Washington, December 10, 1855.

The undersigned, Secretary of State of the United States, has the honor to acknowledge the receipt of the note of Mr. Molina, chargé d'affaires of the republic of Costa Rica, of the 6th instant, inviting the attention of the *undersigned to current* events in Nicaragua.

The motives which Mr. Molina assigns for this proceeding are natural, and are appreciated by the undersigned. It is apprehended, however, that he is mistaken in ascribing, as he apparently does, the recent revolution in Nicaragua solely to the armed intervention of citizens of the United States. The undersigned is informed that such of those citizens as took part in the contest which led to that result were invited by citizens of that republic as auxiliaries. If, in accepting this invitation, they should have violated their duties as prescribed by the laws of the United States, they will be called to account on returning within the jurisdiction of those laws.

The government of the undersigned regrets that persons who may owe it either temporary or permanent allegiance should proceed from the United States to any foreign country for hostile purposes, and acknowledges its obligation to prevent this misdemeanor by all proper means. The laws of the United States by which this policy and obligation are declared and acknowledged are believed to be ample for their purpose. Circumstances, however, imputable neither to the inadequacy of those laws nor to the want of good faith in the persons charged with their administration, may occasionally enable offenders to escape detection. In the case under consideration, Mr. Molina will acknowledge the force of such circumstances. The United States citizens who have taken part in the recent commotions in Nicaragua were most, if not all of them, passengers in the steamers between San Francisco and San Juan del Sur. On embarking, they were, to all appearance, peaceful citizens returning to their original homes in the Atlantic States. There was nothing connected with their embarcation which would justify their arrest, for this, as Mr. Molina is aware, under the Constitution of the United States, could only be done with the existence of probable cause, supported by the oath or affirmation of a credible witness. It is understood, however, that many persons against whom reasonable suspicion existed, were, in point of fact, prevented from proceeding from San Francisco to San Juan del Sur.

In regard to the recognition of the new government of Nicaragua, by the United States minister in that republic, the undersigned has the honor to acquaint Mr. Molina that that proceeding was not authorized by, but was contrary to, the instructions of this department.

The undersigned is aware that the independence of States which may be comparatively weak in physical power is as dear to them as that of the strongest. It is the desire, the determination, and, the undersigned will add, the interest of the United States to respect that independence. If they were to disregard it by any culpable act or omission, they would forfeit the respect of other civilized States, and would also lose that moral strength which, with the amplest physical resources, is indispensable for national respectability, and even independence.

The undersigned, &c.,

W. L. MARCY.

Señor Don Luis Molina, *&c.*, *&c.*, *&c.*

Mr. Marcy to Mr. Wheeler.

[No. 16.] DEPARTMENT OF STATE,
Washington, December 7, 1855.

SIR: In my dispatch of the 8th ultimo (No. 13) you were instructed to abstain from all official intercourse with the persons now exercising control over some parts of the State of Nicaragua. By your dispatch (No. 29) it appears that before my communication was received you had resumed diplomatic functions as minister of the United States. The dispatch in which that fact is announced (No. 28) has not reached this department, and the government has not, therefore, your reasons for such an unexpected course.

The information we have here relative to the state of affairs in Nicaragua leads to the conclusion that such a course was unadvisable. It is strongly objectionable, because it may be construed to imply, in some degree, an approval by the United States of the proceedings of those—mostly foreigners—who have by violence overturned the former government of that State and assumed control over it. A very different view is taken here of the political condition of things in Nicaragua.

Considering the means by which the power that now predominates in that State was obtained, and the manner in which it is exercised, it can have no just pretension to be regarded as even a *de facto* government. You will, therefore, on the receipt of this dispatch, at once cease to have any communication with the assumed rulers of that country.

Until you are instructed to establish diplomatic intercourse with those who exercise political power in Nicaragua you will strictly observe the course of conduct enjoined in my dispatch to you of the 8th ultimo.

You will please transmit a duplicate of your No. 28 to the department.

I am, sir, your obedient servant,

W. L. MARCY.

JOHN H. WHEELER, Esq., *&c.*, *&c.*, *&c.*

Mr. Wheeler to Mr. Marcy.

[Extract]

[No. 32.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, December 15, 1855.

SIR: I received by the last steamer your dispatch, No. 13, dated the 8th ultimo. Its delay in reaching me was caused by its being enclosed to the United States commercial agent at San Juan del Norte, by which, without any fault *of his, it was delayed* two weeks in reaching me.

From its importance, it received my careful attention. When my subsequent dispatches, Nos. 27, 28, and 29, have been received and examined, I feel well assured that such a condition of things will be evident as existing here that no other course could be taken than that which was pursued by me. Both of the belligerent parties had, by the treaty of peace of 23d October, (a copy of which you will find in my dispatch, No. 27,) united in forming a government, the members of which were composed of the chief officers of both of the parties (the democratic and legitimate) that distracted this republic. The president (Don Patricio Rivas) of the legitimate party, and the minister of foreign affairs (General Jerez) of the democratic party, and thus, by uniting both parties, permanent peace was expected. So far the results have proved favorable.

I was officially informed of this organization of the government under Rivas by the note of the minister of war (General Corral) of 2d November, which I herein enclose, marked A.

You, as well as the President, are aware that I had no personal or political sympathies with General Walker; that he had no favorable feelings towards my official conduct here is very evident from a letter which he addressed to you, and which was published by him in the New York Herald, dated San Juan del Sur, 11th September But personal or political feelings should not influence matters of national importance.

I, however, declined all official communication with the provisional government here, and placed my refusal on the ground, as stated in my note to Señor Jerez, a copy of which is enclosed, marked B.

The ground of this refusal being removed, as by order of the President, the obnoxious officials were removed; the President expressed the hope that no cause further existed to embarrass the diplomatic intercourse of the two republics.

Matters of deep importance to American citizens here called for the constant and vigilant exercise of the interference of the minister, (see letter of Mr. McCarty, agent of the house of Churchill, Roberts, Mills & Co., of New York, enclosed, marked C,) and according to the precedent of Mr. Rush, in France in 1848, and the positive instructions of your department, (see Mr. Webster to Mr. Rives, Wheaton 276,) I acted as the circumstances and a sense of duty required.

I feel assured, therefore, that the President and you, on a full knowledge of the facts and history of the case, will justify and approve of my course.

The condition which you state constitutes a *de facto* government has occurred; as such it was recognized by me; as such it is in the full, peaceful and prosperous exercise of all the functions of government.

By every steamer from California, New Orleans, and New York, numbers are flocking here; from these the army of the government receive constant and able reinforcements; and the mining, commercial and agricultural interests, capital, enterprise and labor.

This city was recently visited by the commanding officer of the United States (steamer) Massachusetts. This officer had lost some men by desertion, as also an American merchant ship lying at San Juan

lel Sur. Some of these deserters had found their way into the army here, at the time men were needed in the army, yet these deserters were promptly given up.

Any act of impropriety, much less of guilt or crime, has been promptly punished.

An office for colonization is opened and 250 acres of land offered to every actual settler. Surveyors are in the field making surveys of the unappropriated lands; the gold mines are being worked, and are valuable beyond all question, and a contract has been formed to work another portion of them with a Philadelphia company.

Not a single prisoner, for any offence, is in confinement in the republic, a circumstance unknown before in the government. Recently three steamers were seen at one time in this harbor, a circumstance also unprecedented, and at this time a New York sail vessel is at anchor here, a yacht.

I shall strictly obey all instructions from the President or your department, as I have always done. But I cannot but regret that in addition to the perils I have encountered and indignity to my flag, you should have to inform me in relation to my detention at Rivas, "though the President has no doubt that I acted from the purest motives, intending only to subserve the cause of humanity, but that my course was aside from that which my duty as the representative of a foreign government imposed upon me." I receive this rebuke with proper respect.

If my "course was aside from duty" it had liked to have proved of most serious personal consequences.

If "grievous was the fault, grievous has the expiation been," for imprisonment was the consequence and my life had nearly paid the forfeit of an intention "only to subserve the cause of humanity." My letter to General Corral (copy of which is enclosed, marked D) will show the motives which influenced me.

Had I met him at Rivas I would not have been imprisoned, nor would the murder of Mrs. Smith and child at San Carlos, or the massacre of unarmed passengers at Virgin bay ever occurred.

To save the lives of the innocent, the plunder of the unarmed, to secure a peace to a distracted people, were, surely, motives sufficient to cause my course to step aside for a moment from the strict line of duty. I encountered willingly the personal risk for such high promptings. Had I succeeded I should have received the heartfelt thanks of every man, woman, and child, of Nicaragua, and secured that blessing which is promised to the children of God.

I trust and believe that the President will take such a course as will be dictated by a regard to my rights, and feel sure that with his generous sympathies, had he been in my position, that he would have gone further than I did in the cause of humanity.

I enclose you the last newspapers, which will give you all the local news of importance here.

* * * * * * * *

Very respectfully,

JOHN H. WHEELER.

Hon. WM. L. MARCY,
Secretary of State of the United States, Washington city.

A.

[Translation.]

REPUBLIC OF NICARAGUA, DEPARTMENT OF WAR,
Granada, November 2, 1855.

MOST EXCELLENT SIR: The provisional supreme executive power of the republic has been pleased to issue the following decree:

The government, in view of the urgent necessity which exists for the organization of the executive power, and considering that the appointment made of the licentiate D. Norverto Ramirez, as minister of the interior and of foreign relations, may be dilatory and injurious to the public peace, in the exercise of its powers,

DECREES:

1. The licentiate de Maximo Jerez is appointed minister of the interior and of foreign relations, *ad interim.*

2. The minister of war, temporarily in charge of the department of relations will communicate the above to the appointee, and to those whom it may concern.

GRANADA, *November* 1, 1855. RIVAS.

And I do myself the honor of communicating the same to your excellency for your information.

I avail myself of this opportunity to enclose to your excellency the signature of the appointee, and to tender you the assurances with which I am your excellency's obedient servant,

PONCIANO CORRAL.
MAXIMO JEREZ.

To the HONORABLE MINISTER PLENIPOTENTIARY,
of the Republic of the United States of America.

B.

[No 19.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, November 2, 1855.

SIR: I have the honor to acknowledge the official dispatch of the Hon. Ponciano Corral, as minister of war, of this date, announcing to me the organization of the government, and your appointment as minister of the interior and foreign relations. I sincerely rejoice that peace now reigns in this beautiful country, and trust it may be permanent.

I learn from the treaty of peace and other authentic sources that the prefect (Castillo) and the military governor (F. Xatruche) are re-

tained in command of the department of Rivas, acting under the authority and enjoying the confidence of the present provisional government.

The gross outrage offered by these two officials to my character and my flag while at Rivas, on the 15th, 16th and 17th ultimo, by detaining me against my will and consent, thus violating all the laws and usages of civilized nations, has been *reported to my government, and will be promptly and properly resented by it.*

This compels me to decline all other official communications with you until I am assured the authorities of Nicaragua so far respect her own high regard for the rules of national laws and the comity of nations, by promptly withdrawing all confidence and countenance from these persons.

The undersigned begs that the Hon. Señor Jerez will not regard this note as any mark of personal feeling, but impelled by a just respect to the acknowledged and well defined rights of an embassador, and the respect due to the great nation which he has the honor to represent.

He takes this occasion to assure Señor Jerez of the high consideration which he entertains personally for him, and subscribes himself, very sincerely, his faithful servant,

JOHN H. WHEELER,
Minister Resident of the United States of America.

Hon. MAXIMO JEREZ,
Minister of the Interior and Foreign Relations for the Republic of Nicaragua.

C.

GRANADA, *December* 10, 1855.

SIR: I have been in this city for the last two and a half years, engaged in merchandise to the amount of seventy-five thousand dollars annually, unmolested by the old government. That when the treaty of peace was made on the 23d of October last, I, in common with every American citizen resident in this place, considered the government on a solid basis, and a substantial peace restored in Nicaragua, and as such we deemed it very important for our interest and the interest of all Americans passing, that our minister should be recognized as such, and in the full exercise of his duty.

Any other course would have been most fatal to our interest, safety and happiness. Contributions levied upon all, foreigners included.

On the house of Churchill, Roberts, Mills & Co., merchants of New York, who I have the honor to represent at this place, was an assessment of two thousand dollars, the firm of Churchill, Roberts, Mills & Co. owning no real estate in this country. By your prompt attention and protest it was reduced to two hundred and fifty dollars, which was paid with your protest and mine, for which act of kindness and duty you have the gratitude and thanks of your friend.

JOHN McCARTHY.

Hon. JOHN H. *WHEELER,*
Minister of the United States.

Parker H. French to Mr. Marcy, with an enclosure.

WASHINGTON CITY, *December* 19, 1855.

SIR: I have in my possession credentials from the supreme government of Nicaragua, appointing me as the minister of that republic near the government at Washington, and accompanying this you will please find an autograph* letter from the president of Nicaragua to the President of the United States of America. The object of this note is to request an interview with your excellency before laying my credentials before your government, and in granting it at an early hour, I have no hesitation in saying that you are advancing the best interests of our respective countries.

I am, sir, with respectful consideration, your obedient servant,

PARKER H. FRENCH.

Hon. WM. L. MARCY,
Secretary of State of the United States of America.

—

[Enclosure.—Translation.]

PATRICIO RIVAS, PROVISIONAL PRESIDENT OF THE REPUBLIC OF NICARAGUA IN CENTRAL AMERICA.

GREAT AND GOOD FRIEND: I have the sincere satisfaction of informing your excellency that I have nominated Señor Parker H. French minister plenipotentiary of the republic of Nicaragua near the government of the United States of America. He is well informed of the friendship which we profess for the government of your excellency, and of our desires to cultivate the harmony and good understanding which so happily subsists between us. From the knowledge which I have of his fidelity and integrity, I trust that he will be received by your excellency, and that, in accordance with the views which we entertain, he will exert himself to promote the well-being and happiness of both republics. I beg, therefore, that your excellency will be pleased to give entire credit to all that Señor French may say in the name of the government of Nicaragua, especially when he assures your excellency of our friendship and fervent desires for the prosperity of your republic.

And I pray God to preserve your excellency's valuable life.

Done in Granada, the 23d November, in the year of our Lord 1855, and of independence the 34th.

PATRICIO RIVAS.

By order of the President.
True copy.

MAXIMO JERES, [L. S.]
Secretary of State.

His Excellency the PRESIDENT OF THE UNITED STATES OF AMERICA.

Note by Department of State.—The letter enclosed is not an "autograph" from the president of Nicaragua, but an *attested copy*.

Mr. Marcy to Parker H. French.

DEPARTMENT OF STATE,
Washington, December 21, 1855.

SIR: Your letter to me of the 19th instant, with the enclosed copy of "an autograph letter from the President of Nicaragua to the President of the United States of America," has been received and laid before the President. I am directed by him to reply to your communication, that he has not yet seen reason for establishing diplomatic intercourse with the persons who now claim to exercise the political power in the State of Nicaragua.

Those who were chiefly instrumental in suspending or overthrowing the former government of that State were not citizens belonging to it, nor have those citizens, or any considerable part of them, so far as is known here, freely expressed their approval of, or acquiescence in, the present condition of the political affairs of Nicaragua. Until such shall appear to be the case, the President does not deem it proper to receive you, or any one, as a minister to this government duly appointed by the supreme government of Nicaragua.

I am, sir, your obedient servant,

W. L. MARCY.

PARKER H. FRENCH, Esq., *Washington.*

Mr. Molina to Mr. Marcy.

[Translation.]

WASHINGTON, *December* 20, 1855.

The undersigned, chargé d'affaires of the republic of Costa Rica, had the honor to peruse the esteemed note of the Hon. W. L. Marcy, Secretary of State of the United States, dated the 10th instant, relative to the position of Nicaragua, and he deems it his duty to make some explanations in reply.

In his note of the 6th instant the undersigned made no statement, but allusions; and the word treason, used by him, is only applicable to the faction which invited the fillibusters, and to those who facilitated their success. He expressed no opinion, nor does he think that this circumstance is anything to his purpose, or that it can affect the question. The infractors of neutrality laws are always invited, and even seduced by the enemies of the country against which they go to operate. This, as the Hon. Mr. Marcy knows, does not lessen the crime, nor does the fact that those who tender the invitation not only bear the character of enemies, but that most hateful one of traitors to their native country produce such a result.

It is never great national parties, but factious, rebellious, blind, and impotent minorities, that have *furnished* history with examples of high treason, *nor are the former under the* necessity of turning a

suicidal hand upon themselves, by calling in the intervention of foreign forces in domestic questions. The government of the United States acknowledged this truth when it treated with the legitimate government which has disappeared, and the results prove it. Who exercise mere dominion, taking away the life of Nicaraguans at their own will? Who dispose of the revenues of the State and the property of its inhabitants as their own fancy may dictate? Who, in short, instituted, arranged, and rule, through terror, the semblance of a government? The adventurers, the dross of European refuse Americanized.

The undersigned cannot, he must own it, contemplate, without a blush and profound indignation, the stigma which has been inflicted upon Nicaragua. But he could not avoid showing that the traitors constitute an insignificant minority of that nation.

Among the Central American States there exist bonds of fraternity which political exigencies have not been able to rend asunder, and these ties unite them into an indivisible whole, with regard to their permanent welfare, their prosperity, and their existence. Under this aspect, even the whole people of a minority of the States into which the country is unfortunately divided lack the right of surrendering their independence, because it would compromise that of their brethren.

The undersigned has read with satisfaction that the recognition made by the minister of the United States in Nicaragua was contrary to the instructions of the Secretary of State. He has since read, with equal satisfaction, the proclamation of the most excellent President, dated the 8th of this month. All that he has to do now, is to wait to see that this proclamation and that declaration have the desired effect and produce the consequences that are naturally to be expected from them. With this hope the undersigned will, with pleasure, communicate the aforesaid documents to his government, as they are calculated to strengthen the friendship and to heighten the esteem which the government of Costa Rica entertains for that of the United States.

While the social cancer called fillibusterism is seen, by incontrovertible evidence, taking deep roots, ramifying, developing itself, and increasing in the United States in the face of their laws and their authorities, the undersigned cannot do otherwise than to consider the question he had the honor to touch upon, because it interests Costa Rica, as worthy of the attention of the government and the study of statesmen anxious for the good name and tranquility of this republic.

The undersigned acknowledges that all laws may sometimes be ended by sagacious delinquents, who avail themselves of circumstances which cannot be imputed to any defect in said laws, nor to any dereliction on the part of the authorities charged with the administration of the same. But the facility which the steamers of the Nicaragua Transit Company afford for infringing the law is voluntary and culpable. Not one of Kinney's adventurers, nor Walker and his followers obtained passage in said steamers, because then the company judiciously thought that its interests were linked with those of the legitimate government. Subsequently, being called to account, said company saw that it could not impose conditions on the government, and

being compelled to enter upon a lawsuit which it dreaded, its loyalty was converted into treason; it furnished twenty thousand dollars and the lake steamers for the purpose of taking Granada by surprise; and it began to convey fillibusters from San Francisco. French, Fry, and Kewen thus brought armed adventurers and munitions of war.

The undersigned has not learned that any of the adventurers were detained at San Francisco at the time of their embarkation for San Juan del Sur. On the contrary, his recollections and impressions agree with the article styled "Administration of the law," which the "National Intelligencer" of the 15th instant copied from the "Journal of Commerce."

The impudence of the fillibusters is only to be compared with their confidence of escaping punishment. There is the fugitive French, who comes with a piratico-diplomatic mission near the government of the United States. Kewen has returned to California to recruit more adventurers.

This confidence is very natural on their part, seeing that, besides the recognition by the minister of the United States in Nicaragua, the commander and three officers of the ship-of-war Massachusetts (if the undersigned has not been misinformed) remained three days in Granada, fraternizing with the fillibusters.

The undersigned has designated the culprits, and he trusts that they will be called to account, according to the laws which they have violated and which they are ready to continue to violate. He trusts, likewise, that the most stringent preventive measures will be enforced, and that the company will be compelled to give guaranties for the future.

The Hon. Mr. Marcy, who has so very properly expressed the duty, the wish, the determination and the interest which the United States have for respecting the independence of the Central American nations will be pleased to acknowledge that the undersigned asks nothing more than prompt and full justice.

The undersigned takes pleasure in renewing to the Hon. Mr. Marcy his sentiments of the highest regard and consideration.

LOUIS MOLINA.

Hon. W. L. MARCY,
Secretary of State of the United States.

Mr. Wheeler to Mr. Marcy.

[No. 35.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, December 24, 1855.

SIR: Your dispatch, No. 16, has been received.

I enclose, as desired by you, a duplicate of No. 28, which you advise me has not reached the department.

My dispatch, No. 32, dated 15th instant, gives at large a full history of the circumstances of the country, and the course that I deemed

it my duty to pursue, and I trust that my government will, on reading these dispatches, be satisfied with my course, as the only one that could be pursued. Since the reception of your dispatch, No. 13, of the 8th ultimo, I have abstained from all official intercourse with the persons now exercising control over this republic, and will not establish diplomatic intercourse until instructed, and shall strictly observe the course of conduct enjoined in your dispatch of 8th ultimo, (No. 13,) "remain in the country, and keep my government well advised of the actual condition of affairs."

And in keeping the latter part of my instructions, I enclose the decree of this government of 28th ultimo, as to donation of lands, and a circular of the department of colonization.

Also the last number of the "El Nicaraguense," of 22d instant.

The last steamer from California brought many persons to this place; some to engage in business, some in the mines, and one hundred and ten men, exclusive of officers, for the army.

San Salvador, as also the republic of Honduras, have congratulated Señor Rivas on his accession to the presidency; and General Cabannas, the president of Honduras, has been spending several days in this place. This is a fit commentary upon the acts of the ministers from those countries, in protesting against my act recognizing the present authorities of Nicaragua, as the public journals have advised me they have done.

Although matters intimately affecting my government and its citizens resident and passing through Nicaragua require the constant exercise of the functions of the minister, yet I shall faithfully regard your instructions, and hope soon to be advised that you approve of all my acts.

I am, very faithfully yours,

JOHN H. WHEELER.

Hon. Wm. L. Marcy,
Secretary of State of the United States, Washington City.

Department of Colonization,
Granada, December 22, 1855.

Sir: I have the honor to transmit herewith, for the information of those interested, a translated copy of a decree of the supreme government of Nicaragua, relative to colonization. It will be seen that this republic, now that the restoration of peace within her boundaries has offered time for the sober consideration of the leading interests of the State, has be enpleased to invite an immigration of persons of thrift and industry to become settlers upon its soil. The inducements offered are such as will, it is believed, if properly made known, bring many emigrants to our shores.

It is unnecessary at this day to enumerate in detail, the advantages possessed by Nicaragua as a field for colonists. They are suggested, *in general terms*, in the truthful and eloquent address made by the *Hon. Mr. Wheeler*, on the occasion of his official reception as Ameri-

can minister by the present government. I quote his own words: "With a soil as fertile as any on earth, abundant in mineral wealth, the El Dorado of the hopes of Columbus, a salubrious climate, a geographical position so important that it is the 'Golden Gate' between the Atlantic and Pacific oceans, which opens the commerce of the world, your republic, the centre of Central America, only requires peace, industry, and enterprise, to take its appropriate position among the nations of the earth."

It will be the aim of this department to furnish to persons desirous of settling in the State all possible facilities in the prosecution of their business; and to aid in the matter, any specimens of seeds, plants, slips, &c., likely to become articles of successful culture in this country, as well as any plans of agricultural and mining implements, supposed to have advantages over those now in use, together with information, printed or otherwise, relative to the same, will be gratefully received, and the favor will be reciprocated in such way as may be designated. A report from this department, embracing the result of experiments with these specimens, &c., will be made from time to time, and a copy forwarded to each donor.

A minimum price for public lands, not subject to donation, will be fixed upon by the government, so that settlers may have an opportunity of purchasing tracts adjoining their grants, at the lowest rates.

I am, sir, respectfully, your obedient servant,

J. W. FABENS, *Director*.

DECREE.

The supreme government of the republic of Nicaragua, to encourage the immigration of persons of thrift and industry to become settlers and inhabitants within its territorial limits, to the end that its recources may be more fully developed and its commerce increased, and to promote the general welfare of the State, has decreed:

ART. 1. A free donation or grant of 250 acres of public land shall be made to each single person who shall enter the State, (during the continuance of this decree,) and settle, and make improvements upon the said tract, the same to be located by the director of colonization, hereafter to be named, and immediate possession given.

ART. 2. Each family entering the State and settling upon its territory, shall receive 100 acres of land in addition to the 250 granted to single settlers.

ART. 3. A right to occupy and improve shall be issued to applicants, and at the expiration of six months, upon satisfactory evidence being presented to the director of colonization of compliance with the provisions of this decree, title will be given.

ART. 4. No duties shall be levied on the personal effects, household furniture, agricultural implements, seeds, plants, domestic animals, or other imports for the personal use of the colonist, or the developement of the resources of the land donated, and colonists shall be ex-

empt from all extraordinary taxes and contributions, and from all public service except when the public safety shall otherwise demand.

ART. 5. The colonists being citizens of the republic cannot alienate the land granted to any foreign government whatever, and shall not alienate the said land or their rights thereunto, until after an occupancy of at least six months.

ART. 6. A colonization office shall be established and a director of colonization appointed, whose business it shall be to attend to the applications from emigrants, to collect and dispense seeds, plants, &c., and to keep the registry books of the department.

Done in Granada, 28th day of November, 1855.

PATRICIO RIVAS,
President of the Republic.

NAVY DEPARTMENT, *May* 15, 1856.

SIR: I have the honor to submit, herewith, extracts from the orders issued by this department to officers in command of national vessels, in reference to the protection of the rights and interests of our countrymen in Central America. It will be seen, sir, that our interests in that region have not merely recently attracted the attention of the department, but that frequent orders, for several years, have been issued to the commanders of the Pacific and home squadrons to show our flag at Panama, Aspinwall, and San Juan, as often as consistent with a due regard to the interests of our country in other parts. The sloop-of-war St. Mary's is now at Panama and will remain as long as she is needed. The other points are also receiving attention.

I am, sir, with great respect, your obedient servant,

J. C. DOBBIN.

The PRESIDENT.

Extracts from letters addressed to the Secretary of the Navy to naval commanders, to visit San Juan del Norte, Aspinwall and Panama, from March, 1853, *to May* 13, 1856.

March 16, 1853.—*To Commodore J. T. Newton, commanding home squadron.*

"You will be pleased to consider it a part of your duty as commander of the home squadron of the United States, to make occasional visits to the port of San Juan del Norte, and afford full protection to the rights and interests of all our citizens engaged in lawful trade between the Atlantic and Pacific coasts of the United States, keeping a watchful guard over such as may rightfully pass through the territories of Nicaragua."

April 4, 1853.—*To Commander G. N. Hollins, commanding United States ship Cyane.*

"The United States will be represented in Central America, immediately, by a minister plenipotentiary. In the meantime you will consider it as the desire of the government that you should remain in the vicinity of San Juan or Greytown, so long as your presence may be deemed necessary to protect the property and persons of American citizens." "It is, of course, very important, in order to avoid collision, that your course should be marked with caution, but at the same time the impression should be very distinctly made, that the United States are both able and determined to protect the property and rights of American citizens. Of course you will confine yourself to that one duty, carefully avoiding any act committing your government in any of the contested questions of jurisdiction at present disturbing the country."

April 13, 1853.—*To Commander Thomas A. Dornin, commanding United States ship "Portsmouth," San Juan del Sud.*

(Your letters written at San Juan del Sur and Panama, 21st ultimo and 9th February, have been received.)

"The department approves your proceedings as indicated therein, and has but to remark that your course should be marked with caution, that at the same time the impression should be very distinctly made, that the United States are both able and determined to protect the property and rights of American citizens."

April 15, 1853.—*To Commodore John T. Newton.*

"Your attention is again invited to the orders of the department, requiring ocasional visits by the vessels of the home squadron to the port of San Juan de Nicaragua, for the purpose of affording full protection to the rights and interests of all our citizens engaged in lawful trade between the Atlantic and Pacific coasts of the United States."

June 1, 1853.—Commodore J. T. Newton ordered to convey Hon. S. Borland to San Juan del Norte.

June 8, 1853.—Commodore Bladen Dulany, commanding Pacific squadron, ordered to direct the commanders of vessels under his command "to touch at Panama as frequently as may be practicable, for the purpose of affording protection to American citizens and interests."

December 17, 1853.—Commander Hollins, United States ship Cyane, sent to Carthagena, Caledonia Bay, Isthmus of Darien, with Lieutenant Strain's party.

June 10, 1854.—Commodore J. T. Newton informed that, "the condition of affairs at San Juan or Greytown, Carthagena, and Aspinwall, and the *general interests of our country* in the south, render it

desirable and important that the home squadron should proceed in that direction and show the American flag."

October 23, 1854.—Commodore Newton ordered to convey Mr. Wheeler and Mr Fabens in the Columbia to San Juan or Greytown.

December 1, 1854.—Commander T. D. Shaw, Falmouth, ordered to visit "Carthagena, Aspinwall," &c.

December 26, 1854.—Lieutenant J. K. Mitchell, United States steamer Fulton, ordered to search for the Albany, "to Carthagena, Aspinwall, Gulf of Darien, into the Bay of Guatemala, along the Mosquito coast and Honduras," &c.

November 16, 1855.—*To Commodore Hiram Paulding, commanding home squadron.*

"Reliable information has reached the government of the existence of a state of affairs in Central America, and especially in Nicaragua, rendering it important that our flag should be shown in that region. The course of events occurring for a few years past, and the regular transit of a large number of American citizens across the isthmus, to and from the Pacific and Atlantic States, constitute, of themselves, a sufficient reason for at least an annual visit of a national vessel. But recent events seem especially to demand the presence of a part of the home squadron, and of an officer whose mature judgment and experience may guide him to proper action under the circumstances which inquiry may develop, and whose commanding position may exert influence and inspire respect. I therefore desire that you, as commander-in-chief of the squadron, should immediately proceed with the flag ship, the Potomac, to San Juan del Norte."

"Intelligence has reached your government that citizens of the United States who were passengers on the steamers of the Transit Company have been killed, and others wounded and otherwise maltreated. It is said that they were merely availing themselves of the usual facilities for travelling from one portion of their country to another, and were not engaging in or encouraging the revolutionary movements distracting the people of Nicaragua."

May 1, 1856.—*Commander R. G. Robb, United States ship "Cyane," at San Juan del Norte.*

"On receipt of this order you will, without delay, proceed to the port of Aspinwall, New Granada, and remain there so long as you may deem the presence of the United States sloop-of-war 'Cyane,' under your command, necessary for the protection of American citizens and their property at that point, having due regard to the health of your ship's company."

May 1, 1856.—*To Commodore L. Rousseau, navy yard Pensacola.*

"Send the 'Fulton' to Aspinwall immediately, to remain there so long as American interests require, and the health of her crew will permit."—(Telegraph.)

May 1, 1856.—*To Commander Theodorus Baily, United States ship St. Mary's, Panama.*

"You will remain at Panama with the United States sloop-of-war 'St. Mary's,' under your command, so long as in your judgment the presence of the ship is necessary for the protection of American citizens and their property at that point."

May 1, 1856.—*To Commodore Hiram Paulding.*

"It is highly important that the vessels of the home squadron should visit and be in the immediate vicinity of San Juan and Aspinwall during the deranged condition of affairs which now distract that region. You will, therefore, in distributing the vessels of the home squadron, give particular instructions to each of the commanders to touch at those ports as often as it can be done without neglecting other important points."

May 1, 1856.—*To Commodore Hiram Paulding.*

"The department has this day dispatched an order to Commander Robert G. Robb, commanding the United States sloop-of-war Cyane, addressed to him at San Juan del Norte, Nicaragua, to proceed without delay to the port of Aspinwall, New Granada, and remain there so long as he may deem the presence of the 'Cyane' necessary for the protection of American citizens and their property at that point, having due regard to the health of his crew. Should the 'Cyane' be within reach of the flag-ship of your squadron, you will be pleased to expedite the movement to the port of Aspinwall."

May 5, 1856.—*To Commodore H. Paulding.*

"Circumstances have occurred that render it important that Aspinwall and San Juan del Norte should receive as much of the attention of the vessels of the home squadron as possible consistent with the public interests."

May 13, 1856.—*To Commodore Hiram Paulding, commanding home squadron.*

"I send you a copy of a statement made by Captain Tinklepaugh, of the 'Orizaba,' which presents a case making it manifest that our flag should be shown at San Juan de Nicaragua."

"In consideration of the above facts, and with a view to the general

interests of our country, the department desires that you should proceed to San Juan de Nicaragua with the frigate Potomac."

May 13, 1856.—Captain Sands, of the steam frigate Susquehanna, ordered to San Juan to watch over the interests of our country until relieved by a vessel of the home squadron.

Mr. Wheeler to Mr. Marcy.

[Extract.]

[No. 37.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, December 30, 1855.

SIR: The United States frigate Potomac arrived at San Juan del Norte on the 21st instant.

On the 22d instant, Commodore Paulding dispatched Surgeon Thomas Dilliard, fleet surgeon of the home squadron, to visit me, with dispatches, requesting the facts as regards the recent outrages committed on our citizens who were passengers on the steamers of the Transit Company, and I have forwarded by Dr. Dilliard copies of the papers on file in the archives of this legation, which will fully apprize him of all the facts in relation to a matter which has occasioned so much concern to our government.

The officer who ordered the attack at San Carlos, (Captain ——) as well as the officer in command at Virgin bay, (Captain Francisco Gutierre) have fled to Guanacasta or Costa Rica, and it may be necessary that the Navy Department should know this, in order to take such steps as may be necessary.

* * * * * *

I have the honor to be your faithful servant,
JOHN H. WHEELER.

Hon. WILLIAM L. MARCY,
Secretary of State of the United States, Washington City.

Mr. Marcoleta to Mr. Marcy.

WASHINGTON, *January* 7, 1856.

Mr. Marcoleta presents his compliments to the Hon. W. L. Marcy, Secretary of State of the United States, and has the honor to send him the news brought lately from Nicaragua, through some strangers and natives of Nicaragua who are now in this country.

[Translation.]

President Estrada, who escaped from Granada on the very day when Walker entered it, has reorganized the national government in the department of Segovia. He is accompanied by the secretary of the treasury, by Don Fulgencio Vega, the commandant general of the eastern department, and by the principal and richest proprietors of Granada, by General Martinez, and by almost all the officers of Corral's army, who are organizing fresh forces. Many proprietors and distinguished persons of Nicaragua also accompany President Estrada.

The governments of San Salvador and Honduras, so far from sympathising with Walker, have acknowledged the legitimate government of President Estrada, and Honduras has sent him considerable forces. Costa Rica has 3,000 men in Guanacasta, and Guatemala has put her best troops in motion.

Two expeditions sent by Walker against the department of Segovia and Matayalpa have been defeated by the troops of President Estrada, and Valle, *alias* Chelon, the denouncer of Corral, is among the killed.

Don Ramon Rivas, oldest son of the nominal President Rivas, subject to the tyranny of Walker, has organized in San Juan a flotilla of six large boats, manned with eighty men, which have ascended the river for the purpose of taking possession of Castillo Viejo and Castillo of San Carlos.

The towns which are under the yoke of Walker have been spontaneously abandoned by their inhabitants. Walker has caused a decree to be published ordering the absentees to return to their homes, and condemning them, in case of refusal, to a fine of from $50 to $10,000. No one has obeyed the decree, and Walker has taken possession of the property of the absentees and has offered it for sale at auction, but no one was willing to buy national property of that description.

The money obtained by the contributions paid to, and by the rapine of, Walker, has been divided among the principal leaders of the pirates. The soldiers are offered large pecuniary rewards, but so far nothing but a miserable farm has been given them. Many adventurers who had joined Walker, on witnessing the devastation and robberies, have returned to California.

The few unnatural Nicaraguans, who solely through a spirit of vengeance and ambition invited Walker, now bitterly deplore their blindness, and are at present animated with the same instinct of self-preservation and interest as the other citizens. Walker is now surrounded by numerous secret or open enemies, who are only waiting for a favorable moment, for arms and munitions, to strike a decisive blow and put an end to him.

The reaction is complete and threatens to be terrible; the want of arms, the distances, and the insecurity of the roads, alone have delayed the complete destruction of Walker.

Mr. Marcy to Mr. Wheeler.

[No. 18.] DEPARTMENT OF STATE,
Washington, January 8, 1856.

SIR: It is very important that this government should have the most accurate information in regard to the actual political condition of the State of Nicaragua. The accounts which have been sent on here are conflicting. While some of them represent that the present political organization is satisfactory to the people of that State, others represent that it has no foundation in the hearts of the people, who would very generally shake off the power of Walker if it were possible for them to do so, and that terror is its sole foundation. Your situation is favorable to the acquisition of a correct knowledge of the internal affairs of that country.

Your dispatches, of which No. 31 is the last received, have not gone so much into detail as is desired.

It is reported here, not however on very reliable authority, that Estrada is exercising the authority of president in some parts of the State of Nicaragua, and that the other Central American States are confederating against the government of which Rivas is the nominal, but Walker the real, head. I hope to hear from you soon, and to be furnished with the full account of affairs in Nicaragua.

I am, sir, your obedient servant,

W. L. MARCY.

JOHN H. WHEELER, Esq., *&c., &c., &c.*

Mr. Wheeler to Mr. Marcy.

[No. 38.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, January 15, 1856.

SIR: The actual condition of affairs in this republic is the same as when I last wrote. The whole country is quiet, and for the first time, for many years, Nicaragua enjoys profound peace.

You will observe, from the enclosed newspaper, the resignation of General Maximo Jerez, as minister of relations; and the reasons given for his course, which, although very honorable, cannot be judged at this time wise, to engage in another war with Honduras, as he desired, for the purpose of reinstating Cabañas in power, would not meet the approval of judicious men. This republic is too much exhausted by the late intestine war again to engage in another so soon. That the minister of relations wished this, and that it was not conceded by the president and his colleagues in the cabinet he resigned; but in perfect good feeling towards his associates, who could not agree with him in a question of policy.

As I informed you in my last, (No. 37,) Commodore Paulding dispatched the fleet surgeon with dispatches for this legation. At the commodore's request, and a sense of duty, I visited San Juan del

Norte, and conferred freely with him relative to various matters, one of which was a homicide at Castillo. I enclose a copy of a communication made by General Walker relative to the same, and Commodore Paulding's reply, A, B.

I beg leave to report a fact, somewhat significant as to the feelings of the English at San Juan del Norte. Commodore Ogle, of her Britannic Majesty's sloop-of-war Arab, called upon me while on board of the Potomac, and during the conversation he stated, that "he should be happy to see me on board of his ship as a *private individual*, but not as minister of the United States, as he could not extend the salute due to me, since I was then not in the country to which I was accredited." Of course the visit was declined.

I have the honor to be, very respectfully, your faithful servant,

JNO. H. WHEELER.

Hon. W. L. MARCY,
Secretary of State of the United States, Washington city.

A.

HEADQUARTERS OF ARMY OF NICARAGUA,
Granada, December 30, 1855.

SIR: I am informed by the commandant of San Carlos, that a few days since an American sailor, belonging to the United States frigate Potomac, was shot at Castillo. The sailor was shot by the guard, and the offender, if he be such, must be tried by a military tribunal. Although satisfied that the act was justifiable, I have ordered a formal investigation of the matter, and if any evidence for the prosecution is in the possession of the United States officers it should be produced at Castillo, and be furnished to the commandant of that garrison. The commander-in-chief is the proper officer to give you, and through you, other United States officers, notice of the legal inquest to be held at Castillo. In addition to this, as the only surviving sponsor of the treaty of peace, signed in this [city] on the 23d of October last, I, and I alone, am responsible before Nicaragua and the rest of the world for the fulfilment, by the existing government, of the stipulations therein contained.

The treaty guarantees protection to persons and property within the State; and having undertaken to have its terms performed in every particular, I think it due to myself to inform you that proper proceedings have been instituted in relation to the affair at Castillo.

As your excellency has been among the first to recognize the provisional government, it is proper to manifest to you, promptly, that your confidence in the existing administration was not misplaced.

I have the honor to remain your excellency's most obedient servant,

WM. WALKER,
General Commander-in-chief of army of Nicaragua.

His Excellency JOHN H. WHEELER,
Minister Plenipotentiary for the United States of America near the Republic of Nicaragua.

B.

FLAG SHIP POTOMAC,
San Juan del Norte, January 4, 1856.

SIR: I have the honor to acknowledge the receipt of your letter, with the information conveyed of the prompt action of General Walker in regard to the homicide of our seaman, Clark, at Castillo.

The investigation the general has ordered will so far be important as to illustrate the facts in the case, and whilst it will probably justify the officer in killing Clark as an act of self-defence, I trust it will, at the same time, expose the culprits who wantonly mutilated a fallen man incapable of defence or resistance. The character of General Walker is a sufficient guarantee that such conduct will not escape its merited chastisement, and having brought it to his notice I am quite satisfied to leave the matter in his hands.

Be pleased to express to the general my profound acknowledgments, and my best wishes for his success in giving to Central America security and repose.

With high respect, your obedient servant,

H. PAULDING,
Commanding Home Squadron.

To his Excellency the Hon. JOHN H. WHEELER,
U. S. Minister Plenipotentiary to the Government of Nicaragua.

GRANADA, *January* 8, 1856.

With no other cause than my want of conformity to the resolutions that have been adopted relative to the affairs of the State of Honduras, which, to my understanding, affect most deeply the honor and true interests of Nicaragua, I regret to have to tender my resignation of the department of relations, with which the supreme provisional government was pleased to distinguish me; being, as I am, convinced that under such circumstances I am the most improper person to discharge the functions of the same.

The frankness and length with which the matters alluded to by me have been treated absolve me from the necessity of elaborating my opinions.

I cannot doubt but that the provisional president will deign to receive this resignation, together with the most sincere thanks for the honor and confidence he has conferred upon me.

MAXIMO JEREZ.

To the PROVISIONAL PRESIDENT OF THE REPUBLIC.

Mr. Wheeler to Mr. Marcy.

[No. 39.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, January 15, 1856.

SIR: Mr. Thomas Manning, her Britannic Majesty's vice-consul for the republic of Nicaragua, is at present in this city.

He resides in Leon, and has resided thirty years in this republic, and has recently travelled through its whole length and breadth, and is supposed to know well the opinions of the inhabitants of Nicaragua, and he assures me that the present condition of political affairs in this republic meets their hearty approval and acquiescence.

I have the honor to be, very respectfully, your obedient servant,
JOHN H. WHEELER.

Hon. WILLIAM L. MARCY,
Secretary of State of the United States, Washington city.

Mr. French to Mr. Marcy.

WASHINGTON, *January* 18, 1856.

I had the honor to address your excellency a note, under date of the 19th of last month, the sole object of which was to request an interview with your excellency "before laying my credentials before your government." To my astonishment you placed a different interpretation on the note from my intent. Your excellency's reply, under date of the 21st of the same month, informed me of this fact. Your excellency's reply, also, establishing a new and startling precedent, that is, that you cannot hereafter receive *any* diplomatic agent, unless the government he represents is represented by the untrammelled expression of democratic will. It seems to me that the following extract from your letter is conclusive of the new rule for recognition as just alluded to. You say: "Those who were chiefly instrumental in suspending or overthrowing the former government of that State (Nicaragua) were not citizens belonging to it, nor have those citizens, or any considerable part of them, so far as is known here, freely expressed their approval of, or acquiescence in, the present condition of political affairs in Nicaragua. Until such shall be the case, the President does not deem it proper to receive you, or any one, as a minister to this government, duly appointed by the supreme government of Nicaragua." Thus your excellency will perceive that, under the same ruling, the minister of England, France, or Russia, should not be recognized by your government, because you have no assurance that any part of the people of those countries have "freely expressed their approval of, or acquiescence in, the present condition of political

affairs" governing them at this moment. You thus necessarily interfere with the internal affairs of other nations.

Regretting that you should have misconstrued my last communication, and that you authorized the late arrest of my person in New York, and thereby the indignity shown against the government I have the honor to represent, therefore, I respectfully request that you will not consider my credentials as before your government for the present.

I am, sir, your obedient servant,

PARKER H. FRENCH.

Hon. W. L. MARCY,
Secretary of State of the United States.

Mr. Wheeler to Mr. Marcy.

[Extract.]

[No. 40.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, January 25, 1856.

SIR:

* * * * * * * *

* * * * * * * * *

The political condition of Nicaragua is the same as when I last wrote. Peace within her borders and friendship with the neighboring States. The statements circulated by designing men as to the hostility of Costa Rica, San Salvador, Honduras, or Guatemala are miserable falsehoods. So far from this, in Guatemala, the most puissant of the States of Central America, and hostile to free governments, recently a proposition was made to raise forces and attack the party in power in Nicaragua, aided as it is by foreigners. It was sternly opposed by the government ministry, and only received two votes.

I enclose the newspapers.

In a late dispatch I informed you General Jerez, the minister of foreign affairs, had resigned his place in the cabinet of Señor Rivas, on the sole ground that Walker's forces were not allowed to attack Honduras and reinstate Cabañas in power. This has done much to establish General Walker in the good opinion of the adjacent States, and render confidence in the pacific intentions of Nicaragua.

Emigrants are flocking in from New Orleans in every steamer, California, and some from New York. The effective force of the army is 481 American rifles and 900 native troops, which at any moment can be swelled to three times that number.

The last dispatch informed you of the presence of the British viceconsul (Thomas Manning) here. In an official note he formally recognized the present government of Nicaragua, so far as the only diplomatic representative of England in Nicaragua could do. Enclosed

is a copy of his official note, cut out of the official paper of this government. (Marked B.)

Enclosed is a decree of this government, (No. 150,) declaring that all communication is suspended with your minister resident here; and placing this extraordinary act on the ground that the government of the United States has failed to recognize the actual administration of Nicaragua, and refused to receive Mr. French, her actual minister, accredited near our cabinet. (Enclosed, marked C.)

This decree is accompanied by an official note of the minister of foreign relations. (Enclosed, marked D.)

Official dignity and personal respect would have prompted me on the reception of that document to have demanded my passports. But I could not do this without violating the express instructions of the President "to abstain from all official intercourse with this government," as conveyed in your dispatch, No. 13, (dated November 8, 1855,) but "remain in this country and keep *my* government well advised of the actual condition of affairs *herein*." The course of this government brings this legation to the exact *status* which the instructions of the President had placed it, it was accompanied by expressions of much personal regard to me from the minister.

How far the late visit and presence of the English consul might have influenced this course I can only conjecture. I know, from himself, that he had frequent interviews with those holding power; and I also know, from those high in power, that liberal promises were made of the countenance and favor of Great Britain.

So far as my official act in recognizing this government is concerned, I feel gratified that the government of Great Britain has followed me.

* * * * * * * * *

* * * * * * * *

I have the honor to be, very respectfully, your obedient servant,

JOHN H. WHEELER.

Minister Resident near Republic of Nicaragua.

Hon. WM. L. MARCY,

Secretary of State of United States of America.

B.

VICE-CONSULATE OF GREAT BRITAIN,

Realejo, January 10, 1856.

SIR: I take great pleasure in acknowledging the receipt of your official communication of the 3d of November ultimo, the duplicate of which only has reached me up to this time, enclosing, for the information of this consulate, copy of a treaty, entered into between the leaders of the belligerent forces, Generals Ponciano Corral and William Walker, for the restoration of peace and the establishment of a provisional government under the presidency of Don Patricio Rivas.

As an eye witness of all the *horrors and the* events which have transpired in *this unfortunate country since the* commencement of the

revolution in May, 1854, no one can better than I appreciate the re-establishment of order and tranquility. It is to be hoped that through the enlightened members of the cabinet now in power prosperity will be carried to the threshold of the humblest inhabitant of the land. Be assured that the government of her Britannic Majesty will yield equal sympathies, so long as the affairs of the country shall be conducted in keeping with the usages and in conformity with the laws of nations.

Meanwhile I shall, by next mail, transmit to the chargé d'affaires of her Britannic Majesty, Charles Lemor Wyke, residing in Guatemala, the treaty, and the accompanying communication, for his information and guidance.

I have the honor to be your most humble servant,

THOMAS MANNING,
In charge of the vice-consulate.

His Excellency Don MAXIMO JEREZ,
Secretary of Relations of the supreme provisional government.

C.

[Translation.]

The President pro tem. of the Republic of Nicaragua to its inhabitants.

Whereas, it is positively ascertained that the government of the United States, in opposition to the public sentiment of that country, declines a recognition of the existing administration of Nicaragua, and refuses to enter into communication with the Hon. P. H. French, at present its accredited minister to said government, therefore he, in the exercise of his powers, decrees:

Art. 1. All official communication with the Hon. J. H. Wheeler, minister resident of the government of the United States in this republic, is hereby suspended.

Art. 2. All powers conferred on Col. P. H. French, as minister plenipotentiary to said government, are revoked.

Art. 3. Let this decree be made known to whom it may concern, as also to said Mr. P. H. French, in order that he may repair to this capital to report on his mission.

Given in Granada, on the 22d day of the month of January, 1856.

PATRICIO RIVAS.

To the Minister General, Don FERMIN FERRER,

Correct F. FERRER.

D.

[Translation.]

REPUBLIC OF NICARAGUA, GENERAL DEPARTMENT,
Granada, January 22, 1856.

SIR: My government being amply convinced that the recognition of its existence by the present cabinet at Washington is declined in opposition to the popular wishes of the country, I deem it proper to inform you that the powers conferred on Mr. P. H. French, the present minister of Nicaragua to the government of the United States, were this day revoked, and that the minister is instructed to repair to this city.

In the name of my government, I also communicate to you, that in view of the course pursued by the government which you represent, all communication with you, in the character of a minister resident of the United States in Nicaragua, is suspended from this day forth.

I have the honor to tender to you the assurances of my very high regards.

F. FERRER.

Hon. JOHN H. WHEELER,
Minister resident of the U. S. in Nicaragua.

Mr. French to Mr. Marcy.

WASHINGTON, *February* 5, 1856.

SIR: Events make it necessary for me to say, that the revolution that had been desolating the republic of Nicaragua for more than two years past was brought to a happy termination by a solemn treaty of peace, signed in the city of Granada by the only two contending parties on the 21st day of October, 1855, and the provisional government then formed, under the terms of said treaty, in the full exercise of its functions, did duly appoint myself as its minister plenipotentiary near your excellency's government.

But when I arrived in the city of New York, on the 11th of last December, I found myself surrounded by a strange position of affairs. As I understood, your government and that of Great Britain were involved in a delicate and embarrassing negotiation relative to a portion of the territory of Nicaragua; and neither your excellency or the people of the United States was fully informed of the exact state of things as they existed in my country. Thus my judgment convinced me that it would be expedient to defer the presentation of my credentials until a reasonable length of time should have elapsed, so that your excellency's government might obtain correct information with regard to us, and be satisfied of the legitimacy and permanency of the government that I *have the honor to* represent, and for some other *reasons.*

But the period has now arrived when I must, in obedience to my instructions, formally present my credentials before your excellency, and respectfully ask the recognition of my government.

I have in my possession an autograph letter from the President of Nicaragua to the President of the United States, a copy of which I herewith send to your excellency, requesting that you will communicate the contents of this letter to your government, and signify to me at what time I may have the pleasure of laying the original before his excellency the President.

I subscribe myself your excellency's humble servant,

PARKER H. FRENCH.

His Excellency W. L. MARCY,
Secretary of State of the United States.

[NOTE by Department of State.—For enclosure referred to see accompaniment to Mr. French's letter of December 19, 1855, *ante.*]

Mr. Marcy to Mr. French.

DEPARTMENT OF STATE,
Washington, February 7, 1856.

SIR: I have received your letter of the 5th instant, with a copy of your letter of credence, and laid them before the President. I am directed by him to reply to your request to be received as a minister plenipotentiary to this government from the republic of Nicaragua, that he has again taken the subject into deliberate consideration, but has not seen sufficient reasons for changing the determination made known to you in my letter of the 21st of December last.

I am, sir, your most obedient servant,

W. L. MARCY.

PARKER H. FRENCH, Esq., *Washington.*

Mr. Wheeler to Mr. Marcy.

[Extract.]

[No. 42.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, February 26, 1856.

SIR: The condition of this country is (as when I last wrote to you) tranquil. You will observe from the enclosed newspaper, marked A, a decree* of this republic, of date 18th February instant, revoking and annulling, for causes therein stated, the charter of the Accessory Transit Company.

---

* *Note by Department of State.*—This decree will be found with the accompanimnets to Mr. Vanderbilt's letter to the Secretary of State, March 26, 1856, *post.*

Being positively instructed under yours, No. 13, (of the 8th November last,) "to abstain from any official intercourse with the persons now exercising a *temporary* control *over some parts* of Nicaragua," I shall endeavor to keep you well advised of the actual condition of affairs herein, and respectfully await your further instructions.

I have availed myself of the present condition of the relations between the two governments to visit Leon and other portions of Nicaragua. I went as a private person, without any form or parade, in order to ascertain, if possible, the real condition of political affairs. I conversed freely with persons of all ranks; I find the substantial, peaceful, industrious, and thrifty persons of the country entirely satisfied with the present condition of affairs, assuring me that if the present foreign force was not in the country civil war would again break out and devastate the whole republic; and they rejoice that permanent peace is now established. The constitutional assembly or congress will soon assemble in this city, who will re-establish the constitution and sanction the recent proceedings of the executive and military power of the country.

I am satisfied that negotiations are now on foot between Nicaragua and England to settle the Mosquito question on the basis proposed by Messrs. Crampton and Webster, but rejected at the time by Nicaragua.

I would suggest that instructions be given to open diplomatic intercourse with this government, in which event a minister will be promptly dispatched from this government to the United States, and all unpleasant sensations removed.

* * * * * * * *

* * * * * * *

I have the honor to be, your obedient servant,

JNO. H. WHEELER,
Minister of the United States of America,
near the Republic of Nicaragua.

Hon. WM. L. MARCY,
Secretary of State of the United States, Washington City.

Mr. Hine to Mr. Marcy.

[No. 7.] CONSULATE UNITED STATES OF AMERICA,
San José, March 9, 1856.

SIR: I have the honor to enclose copy, No. 1, of a communication received from the minister of foreign relations of the government of Costa Rica, in which, under date of the 3d instant, I am informed that upon the same day official notice was given to the agent of the Accessory Transit Company of Nicaragua, that in consequence of the steamers of the said company having been used for the transportation of the "bandits" who have taken usurped possession of Nicaragua, the transit of the said steamers upon the river and lake of San Juan and Nicaragua will be suspended during the continuance of hostilities

against the said "bandits," and disclaiming the responsibility of all damages that may ensue to the said steamers or the passengers on board, in case this notice should be unheeded; a translation is also transmitted, No. 2.

The hostilities to which I have referred in previous communications as imminent have commenced. A body of 3,500 troops are marching for the frontiers of Nicaragua. The president will take command personally. No declaration of the war will be made, upon the ground that no government exists in Nicaragua, and the only object avowed is the extermination of the "fillibusteros." It is said that no quarter will be given, and that all prisoners will be shot.

Will your excellency, who is perfectly conversant with the history of Walker's expedition, favor me with the views of the Department of State upon this mode of warfare, and instruct me whether my interference in behalf of those who may have been American citizens would be authorized by my government.

In the absence of special instructions, I shall consider it my duty to avail myself of such means as are in my power to prevent the infliction of barbarities upon such as have been born citizens of the United States, although their rights of citizenship may have been forfeited.

I must again repeat my solicitude in regard to American citizens resident in this country.

My communications (from the United States) for some time past have been intercepted. This will be forwarded under cover of the British consul, and a duplicate via Panama by first opportunity.

I have the honor to be, sir, respectfully, your obedient servant,

MARQUIS L. HINE,
United States Consul.

Hon. WM. L. MARCY,
Secretary of State, Washington.

[Translation.]

[No. 2.]

NATIONAL PALACE, COSTA RICA,
San José, March 3, 1856.

SIR: On this date we have given the agent of the "Compania Accessorio de Transito de Nicaragua" the following notice:

"The government of Costa Rica, united with the rest of the Central American States, has resolved to drive out from Nicaragua the bandits, who, thanks to an intestine war, have treacherously possessed themselves of that unfortunate country.

"Not only the authorities of the United States, but also public opinion declares unanimously that the steamers of the 'Compania de Transito,' both on the Atlantic and Pacific sides, have been perpetual conductors of these bandits.

"This being the case, my government publicly gives you notice, as the representative of the company, that while the hostilities against

the invaders of the Central American soil exist, the transit of the steamers that navigate the river of San Juan and the lake of Nicaragua must remain suspended, it being our resolution to use all means in our power to prevent it, in the incredible case of the company not complying with this disposition, in not being responsible for the consequences that may occur to the company or passengers, though great they may be.

"In order that hereafter the plea of ignorance may not be put forward, we remit a copy of this notification to all foreign governments and consuls."

And for your intelligence I have the honor of communicating this to you, being always your most obedient servant,

JOAQUIM B. CALVO.

MARQUIS L. HINE, Esq.,
Consul of the United States in Costa Rica.

Mr. Marcy to Mr. Hine.

[Extract.]

DEPARTMENT OF STATE,
Washington, April 11, 1856.

SIR:

* * * * * * * *
* * * * * * * *

"The proceedings of the Costa Rican government with reference to Nicaragua, and especially its decree against the Transit Company, of which an account is given in No. 7, are to be regretted. If that decree should be carried into effect against the steamers of the company or the passengers on board of them, such a proceeding might give rise to serious questions between this government and that of Costa Rica, for although the right of the latter government to jurisdiction over the right bank of the river San Juan from the sea to the mouth of the Serapiqui may be good, this right, if admitted, is limited, in the river itself, to the middle of the stream. The claim of that government, therefore, to put a stop to the transit of steamers on the river cannot be acknowledged. It was to have been hoped that Costa Rica would have maintained a strictly defensive attitude in respect to Nicaragua. Inasmuch, however, as she has thought proper to decide otherwise, it is expected that, in waging hostilities against Nicaragua, her authorities will not lose sight of moderation, and will avoid trenching upon the rights of neutrals who may be proceeding to Nicaragua for peaceful purposes, or with a view to mere transit between Oregon and California and the Atlantic States of the Union. You are authorized and directed to make these expectations known to the Costa Rican government, and will so inform that government.

Although some persons claiming to be citizens of the United States may be engaged in hostility against Costa Rica, and may have com-

mitted a misdemeanor in leaving their own country for that purpose, it is expected that the laws of honorable warfare in regard to them will be observed in case they should be taken prisoners. If, however, they should be shot, as you say is the purpose of the Costa Rican government, such a proceeding would not be regarded with indifference by the government of the United States, and would certainly occasion more or less of a resentment in this country, which might tend to disturb our amicable relations with that republic.

You will please accept the thanks of this department for the valuable report contained in your No. 6, of the American and foreign trade with Costa Rica, and also for the interesting information which you have from time to time communicated respecting the combined movements of the governments of Costa Rica, Guatemala, and San Salvador, to overthrow the "Walker party" in Nicaragua.

I am, sir, respectfully, your obedient servant,

W. L. MARCY.

MARQUIS L. HINE, Esq.,
United States Consul, San José, Costa Rica.

Mr. Vanderbilt to Mr. Marcy.

WASHINGTON, *March* 26, 1856.

SIR: I beg leave to lay before you a full and correct statement of the great and violent outrage upon the rights of American citizens recently perpetrated in the State of Nicaragua, in the unlawful seizure of a large amount of property belonging to the Accessory Transit Company, and I respectfully request at the hands of the government of the United States such interference and redress as may be consistent with their duties and obligations.

The Accessory Transit Company is an association composed of American citizens, whose principal business is that of common carriers of passengers and freight from New York to California. For convenience of transit across the isthmus, the company found it necessary to obtain a charter and acts of incorporation from the State of Nicaragua, a copy of which you will find accompanying this, marked "A, No. 1."

All the conditions and obligations imposed upon the company by the charter and acts of incorporation have been faithfully fulfilled and discharged by the company.

Nevertheless, in the year 1855, a controversy arose between the Nicaraguan government and the Transit Company about the condition of the accounts between the two parties.

The government offered to settle for "forty thousand dollars, deducting from this sum what the company" had "already paid."—(See the letter of their commissioners, with translation, marked "A, No. 2.")

This offer the company declined.

By reference to article XXXIII of the charter you will see that any dispute or controversy between the State and the company is to be

termined by reference to five commissioners; two to be named on e part of the State, two by the company, and a fifth to be selected the four others thus appointed.

In pursuance of this provision, in the month of November, 1855, oyal Phelps and Theodore W. Riley were named as commissioners the part of the State, and Francis B. Cutting and Nathaniel H. Volfe were chosen by the company to determine questions then pend- g in relation to the neutral accounts.—(See papers marked "A o. 3.")

Before these four commissioners had proceeded at all in the duties their appointment, or even so much as met to choose the fifth com- issioner, as provided by the charter, a change occurred in the condi- on of public affairs in Nicaragua, which has prevented their action p to this time. One William Walker usurped the power in that tate, and set up what has since been generelly known as the Rivas- Valker government.

I was at that time a stockholder, but not an officer, of the Transit ompany. In the month of January last, from information commu- icated to me by the directors, I had cause to suspect that certain gents of the company were aiding Walker at the expense of the ompany. Twenty thousand dollars in specie, while *in transitu* on ne of the company's boats, and for the safe carriage of which the ompany were responsible, were taken by Walker. Investigation con- irmed and increased my suspicions. I communicated them to other tockholders, and in consequence, on or about the first of February, I was appointed agent in place of Mr. Charles Morgan, and a few days subsequently I was elected president of the company.

Almost my first act after accepting these offices was to write the following letter to the Hon. John McKeon, United States district attorney for the southern district of New York:

"No. 5 BOWLING GREEN, *February* 6, 1856.

"DEAR SIR: I have taken the presidency of the Transit Company as well as the agency. I am desirous to have no difficulty with the ships.

"Any mode you may point out to save trouble that may arise I will most cheerfully join you in.

"Therefore, if at any time you see or hear of anything wrong, you will always find me ready to make it right as far as is in my power.

"Truly, yours,

"C. VANDERBILT.

"Hon. JOHN MCKEON."

The Rivas-Walker government, so called, still held sway in Nicaragua, and they were making urgent demands upon the company to carry men on their account. Of course we were obliged, to some extent, to regard the actual power in Nicaragua, whatever might be the character of its origin or of its purposes. I refused, however, to take any passengers, on any account, whose fares were not prepaid, unless they went unarmed and avowed a peaceable intent. I have heard it suggested that all who went, whatever purpose they may

have declared, must really have had the design of joining Walker's army. This is not so. False and exaggerated representations as to the climate and soil of Nicaragua had become so wide-spread and general, that hundreds of men who had no idea of bearing arms were rushing there to make their fortunes. I took pains to warn such as I had an opportunity to converse with of their delusion. Some were dissuaded; others persisted in their determination to go.

Subsequently, on ascertaining more exactly the views of our own government on the subject, I determined to carry no more men whose fare was not prepaid. Accordingly I had a resolution passed by the company to that effect. From the time of its adoption, this resolution has been acted on to the very letter.

On the 18th day of February last the Rivas-Walker government, so called, made a decree revoking and annulling the charter and acts of incorporation of the Accessory Transit Company, and directing "all the property of said company to be seized."—(See "B No. 1.")

The causes alleged in said decree for its issue are not true:

1. It is said that the company have not constructed a ship canal across the territory of the State, nor a railroad or rail and carriage road, as imposed by their charter.

You will perceive by the terms of the charter, that the company are allowed twelve years from the 26th day of September, 1849, in which to construct a canal of given dimensions, and if that is found impossible they have the same length of time in which to construct a railroad or rail and carriage road and water communication.—(See charter, articles II., X., XXX.)

More than five years of the time yet remains. A ship canal of the requisite depth was found to be impracticable. The company have already prepared the bed of the railroad, and will fulfil this condition of the charter according to its terms and long before the expiration of the time allowed. At all events, it is more than five years too early for any complaint to lay under this head.

2. It is said that the company have not made the payments of ten thousand dollars annually and ten per cent. of nett profits, which they were bound to make.

In refutation of this allegation, I call your attention to the certificate of Isaac C. Lea, the secretary, under the seal of the company, (marked "B No. 2,") that the ten thousand dollars were regularly paid annually from the year 1849 to 1854, both inclusive; and that in the year 1855 the money was ready, but the company were enjoined by a court of the city of New York, at the suit of Messrs. Manning, Glenton & Company, to whom the demand had been assigned by the State, from paying it over to any person or persons whatever.

By proofs to which I have already referred, it appears that the whole demand of the State in November last amounted to only forty thousand dollars, subject to certain deductions, and that the demand had been referred to commissioners, the special tribunal provided by the charter itself for the adjustment of all matters of controversy. The company have ever been and are ready to abide by and fulfil any award of their commissioners.

Furthermore, to show how utterly groundless must be any accusa-

tion of indebtedness on the part of the Transit Company, either to the Rivas-Walker government, so called, or to any other government of Nicaragua, I invite you to examine the accompanying document, "B No. 3." This is an assignment by the Nicaraguan government, in 1852, of the ten thousand dollars per annum to be paid by the Transit Company, commencing with the year 1854, and of all other claims, past and prospective, against the company, and in favor of the State, to Messrs. Thomas Manning and Jonas Glenton, to secure to them a debt of $164,092 03. You will observe, also, that no longer ago than the 15th day of January last, the Rivas-Walker government, so called, issued a decree confirming this assignment, and which you will find prefixed to it. You will, I think, agree with me that the question of indebtedness, to say nothing of its now being in the hands of the commissioners to whom it was referred, is thus entirely disposed of. Moreover, when the accounts shall be adjusted a balance will be found due the company.

3. Follow allegations that the company have refused to appoint commissioners. These I have already completely refuted.

In obedience to this decree, all the property of the company on the isthmus has been seized. Inventories of the same, taken in compliance with a decree of the government, so called, I send you, marked "B No. 4."

The value of this property is between $700,000 and $1,000,000. It is still withheld by fraud and force of arms from the possession of its true and rightful owners. Thus, in open defiance of all law and all authority, citizens of the United States are deprived of their property to a large amount.

I respectfully request the interposition of the government. I rely with confidence upon your prompt and wise interference to wrest from the aggressors their plunder, and to restore us to the enjoyment of our outraged rights.

I have the honor to remain, very respectfully, yours, &c.,

C. VANDERBILT,
President Accessory Transit Company.

Hon. WILLIAM L. MARCY,
Secretary of State, &c.

P. S. I transmit herewith, for your convenience, a copy of my letter addressed to you on the 17th instant.

C. V.

List of documents accompanying the communication of C. Vanderbilt to Hon. W. L. Marcy, Secretary of State, March 26, 1856.

1. A No 1. Charter and acts of incorporation of Accessory Transit Company.
2. A No. 2. Letter of Nicaraguan commissioners, with propositions for settlement of disputed accounts.

3. A No. 3. Appointment of commissioners (or arbitrators) to adjust accounts.
4. B No. 1. Copy of decree of confiscation of company's property.
5. B No. 2. Certificate of secretary of company of annual payments.
6. B No. 3. Assignment of the claim of the government of Nicaragua to Manning and Glendon.
7. B No. 4. Inventories of property.
8. B No. 5. Copy of letter of C. Vanderbilt to Hon. W. L. Marcy, dated March 17, 1856.

A No. I.

Charter and act of incorporation of the American Atlantic and Pacific Ship Canal Company, as amended; also, treaty of protection negotiated between the United States and Great Britain, and charter granted by the State of Nicaragua to the Accessory Transit Company.

The supreme director of the State of Nicaragua and the "American Atlantic and Pacific Ship Canal Company," composed of Cornelius Vanderbilt, Joseph L. White, Nathaniel H. Wolfe, and their associates, being always citizens of the United States, desiring to settle the terms of a contract for facilitating the transit across the Isthmus of Nicaragua, from the Atlantic to the Pacific oceans, by means of a ship canal or railroad, have appointed as commissioners, on the part of the supreme director of the State of Nicaragua, Messrs. Hermenegilda Zepeda and Gregorio Juares, and on the part of the said company, Mr. D. L. White, with full powers to arrange and conclude a contract for the above named purposes; which commissioners, having exchanged their respective powers, have agreed upon and concluded the following articles:

Article 1.

The State of Nicaragua grants to the said company the exclusive right and privilege of constructing a ship canal across its territory by a single route, and at its own expense, from the port of St. John's of Nicaragua, or any more feasible point on the Atlantic, to the port of Realejo, Gulf of Amapala or Fonseca, Tamarinda, St. John's of the south, or any other point on the Pacific ocean which the engineers of the company may decide upon; by means of the St. John's river, Lake Nicaragua, river Tipatapa, Lake of Leon or any other lakes, rivers, waters and lands situated within its territory, with the object of connecting the two oceans; and to make use of, for its construction and navigation, said rivers, lakes, waters and lands, both public and private. And the State also grants to the company the exclusive right to the administration, management and control of said canal, according to the following articles:

ARTICLE II.

The dimensions of the canal shall be such as may be necessary for the passage of vessels of all sizes; and the point at which it shall terminate on the Pacific, in the event that the engineers of the company shall decide upon two or more points as equally practicable, shall be that one most consistent with the mutual interests both of the State and the company.

ARTICLE. III.

The company binds itself to construct, at its own expense, in the harbors at the extremities of the route of said canal, custom-house buildings, of the necessary capacity, for the use of the State and the company.

ARTICLE IV.

The exclusive rights and privileges herein granted to the said company by the said State shall be enjoyed by the same for the fixed term of eighty-five years, counted from the day in which the canal shall be completed and put in use.

ARTICLE V.

The company hereby agrees to pay to the said State for the said grant, the following sums of money, viz: 1st. Ten thousand dollars by draft on the said company in the city of New York, as soon as this contract shall be ratified by the legislature of the State. 2d. Ten thousand dollars at the expiration of one year from this same date; and ten thousand dollars each year thereafter until the completion of said canal—the above sums to be paid to the State in the city of Leon, or in the city of New-York, as the State may elect. Also, the said company makes a free donation to the said State of two hundred thousand dollars of stock *in the canal*, which shall be delivered to the State as soon as the certificates of stock shall be distributed by the company.

ARTICLE VI.

Said State shall receive for its proportion of the income of said canal, after the same shall be put in use, the following interests, viz: for the first twenty years, twenty per cent. annually out of the net profits, after deducting therefrom the interest of the capital employed in its construction, at the rate of seven per cent. per annum; and twenty-five per cent. each year thereafter out of the said net profits, after deducting the said seven per cent. until the expiration of the full period of the term herein above granted. And the State shall also receive ten per cent. of the net profits, without any deduction of interest, of any route which the company may establish between the two oceans, whether it be by railroad or carriage road, or by any other means of communication, during *twelve years* herein granted for the construction *of said canal.*

ARTICLE VII.

The said company shall be bound to make and present an annual report and account to the government of Nicaragua, setting forth the receipts and expenditures, as well as a statement of the condition of the works of the canal; which report shall be certified by the proper officers of the company. The State, however, shall have the right, through any commissioners which it may appoint for that purpose, to inspect and examine at any time the books of the company, to satisfy itself of the correctness of said receipts and expenditures.

ARTICLE VIII.

It is hereby stipulated, that the State of Nicaragua shall have the privilege of taking stock in the said canal to the amount of five hundred thousand dollars, *provided that the said State shall subscribe to and take said stock within sixty days after the opening of the stock books for subscriptions, of which said opening and the time thereof due notice shall be given to said State;* which stock it may distribute as it may deem proper among any of its native citizens, or the citizens of the adjoining States.

ARTICLE IX.

Stricken out.

ARTICLE X.

The company binds itself to commence the preliminary surveys for said works within the period of twelve months from the date of the ratification of this contract, and also to complete the said canal within twelve years from the same date. But if any fortuitous or unforseen events beyond the control of the company, as, for example, earthquakes, epidemics, wars, or any other event of this nature, should appear during the progress of the work, to suspend its execution, the time thus lost shall not be reckoned as a part of the stipulated time above given for its completion. In case such event shall occur, the company shall give immediate notice to the government of the same, for the purpose of deciding, in connexion with the company, upon the nature of such event.

ARTICLE XI.

If none of the events which are expressed in the preceeding article should occur, and the work shall not be completed within the said period of twelve years, then whatever may have been done by the company up to that time in the prosecution of the work shall be forfeited to and become the property of the State, without any indemnity.

ARTICLE XII.

The State gives to the said company the right to take, free of any charge or indemnity, from any of the public lands or forests within the State, all the wood, stone, lime, timber, or any other materials which they may require for the construction and the use of said canal and its dependencies. And the State hereby further gives to the company the right to take and make use of such portions of the public lands as they may require for the establishment or erection of houses, stores, docks, wharves, stations, and all other useful objects connected with the works of said canal.

ARTICLE XIII.

In case the company shall require any materials, such as wood, lime, stone, &c., which may be found in or upon the lands of particular individuals, it shall be obligated to pay for the same, at such price as may be agreed upon between the company and such individuals; but all the lands which may be required for the passage of the canal, in its entire route, shall be at the expense of the State, and the company shall not be liable to pay any indemnity for the same.

ARTICLE XIV.

All the articles that the company may require, both for the surveys and explorations, and for the construction and use of the works of the canal, *or such other route as the company may establish*, such as machines, instruments, tools, &c., and all other necessary materials, shall be admitted into the State free of duties of all kinds, and may be discharged in any of its harbors, or at any other point within its territory that the company may select; in this last case, however, giving notice of such intention to the proper government officer. But the company shall have no right to introduce within the territory of the State any goods, merchandise, or any other articles of commerce for sale or exchange, without paying the duties established by law. And they are also prohibited from importing any articles or materials which may be monopolized or prohibited by the State, for any purpose, except for the use of the works of the canal.

ARTICLE XV.

The State binds itself to facilitate and aid, in every possible way, the engineers, contractors, employees and laborers, who may be employed in the explorations and surveys of the route, and in the construction of the works of the canal; and to this end stipulates, that all citizens of the country, who may be so employed by the company, shall be free and exempt from all civil or military service of the State whatsoever; but to entitle them, however, to the right of exemption from such military service, they shall have been previously in the employ of the company for at least *the period* of one month. The State also *guarantees to all foreigners* who may be employed on the

works of the canal, the same rights, liberties and privileges as are enjoyed by the inhabitants of the country, and also that they shall not be molested or disturbed in their labors while thus employed by any internal commotions or disorders of the country; and at the same time that they shall be free and exempt from all taxes, duties or direct contributions whatsoever during the time they may be in the company's employ.

Article XVI.

The said company agrees to receive from the State, as laborers upon the works of the canal, any convicts who may be capable of labor, upon such terms as may be agreed upon between the company and the State.

Article XVII.

The said company agrees to transport, *or permit to be transported*, across the said canal, all passengers, goods, merchandise and materials of every description, and also stipulates that the canal shall be open to the transit of vessels of all nations, subject only to fixed and uniform rates of tolls that may be established by the company.

Article XVIII.

The company shall establish a tariff of fees or tolls for the transportation of all passengers, goods, wares, merchandise and property of every description, and for vessels of all kinds passing through or along said canal, *or any part thereof*, which shall have the force of law from the moment in which it shall be communicated to the government of Nicaragua, which shall be obliged to sanction the same within eight days after its reception. And at the same time, with the view to induce the largest and most extended business by this route, the said company agrees to fix the said tariff or tolls for the same at the lowest possible rate, consistent with the mutual interests both of the State and the company; and in case that the company should determine at any time to alter such tariff, it shall be incumbent upon it to give six months' previous notice of such determination in the State paper of Nicaragua, and in the principal seaport towns of the United States.

Article XIX

The rate of tolls and charges for the transit of the products and manufactures of the State of Nicaragua and the adjoining States shall be regulated by a particular and more favourable tariff, which shall be agreed upon between the State and the company.

Article XX.

The State grants to all steamers and vessels of the company, during the continuance of this contract, the right of ingress and egress

to, from, and through all its harbors, rivers and waters, both on the Atlantic and Pacific oceans, and the interior, and the use of the same, free of all duties or charges of any kind whatsoever, as, for example, anchorage, tonnage, &c.

ARTICLE XXI.

The State stipulates that all vessels and steamers of the company, and also all goods, merchandise, manufactured articles, *vessels* or any other property, *whether of the company or not*, passing through said canal, *or otherwise conveyed by the said company*, from one sea to the other, in either direction, to any foreign country, shall be free and exempt from all kinds of government duties or taxes whatsoever; and shall also be secure and protected from all interruption or detention in their course on the part of the State.

ARTICLE XXII.

The company shall furnish to the State, annually, a list of all its vessels employed in the navigation of the route, containing the names and description of each of such vessels, which shall be registered in the archives of the State; and that thereupon the State shall give to the company a separate certificate of the register of each one of said vessels, signed by the proper officer of the government; which certificate shall serve always as a passport for said vessels through all the harbors of the State, upon presenting the same to the custom-house or harbor officer.

ARTICLE XXIII.

The exclusive right which the company has acquired by this contract of navigating said lakes, rivers and waters of the said State, by means of steam vessels, from one sea to the other, is understood as not to exclude natives of the country from free interior navigation, by means of sailing or any other vessels, excepting steam vessels.

ARTICLE XXIV.

The company binds itself to transport by the said canal, on board of any of its vessels, all the principal officers of the government and its subalterns, in case of government necessity, from one point of said route to any other one, at which said vessel may stop without any charge to the State therefor.

ARTICLE XXV.

The company is to convey, by any of its steamers or vessels, free of cost or charge, over the route of the said canal, all the official correspondence of the State; in consideration of which, the State agrees not to collect or recover any postage or duties of any kind upon any of the correspondence *of the said company*.

Article XXVI.

The company binds itself to construct, at its own expense, bridges upon that part of the canal that may be made between the lakes and the Pacific, upon such principal highways as may be agreed upon between the State and the company. The said State, with the consent of the company, shall establish rates of toll or charges upon such persons or things as may pass over said bridges, the profits from which shall be appropriated to redeem the capital invested in their construction, and the interest thereon at the rate of seven per cent. per annum; and when such capital and interest shall have been reimbursed to the company, then the profits shall be divided equally between the State and the company for the remaining period of this contract; but such bridges shall continue under the control and management of the said company.

Article XXVII.

The State of Nicaragua, with the object of facilitating the colonization of the lands contiguous to the river St. John, and the adjacent rivers, and of the canal which in or along it may be constructed, makes a free donation to the company of eight stations or sections of land, to be located at such points upon either one or both of the banks of the said river or canal as the company may elect; each one of such sections shall be of six English miles in length, fronting upon the river or canal, and six miles in width, measured from the bank of the canal or river towards the interior. And the State further grants to the company the right of alienating the lands which compose said sections to settlers, or any other person or persons who may wish to locatd themselves upon the same. Said sections of land are granted upon the following conditions: 1st. They shall be located by the company in such a manner that they shall be at least three English miles distant from each other. 2d. That no one of them shall be located within the distance of four and a half English miles from the mouth of the St. John's river. 3d. The State reserves to itself the right to such points as shall be necessary for its military fortifications and public buildings. 4th. That the lands granted shall not be alienated to settlers until six months after the commencement of the survey of the route of the said canal. 5th. The State reserves to itself the superior dominion and sovereignty over said lands and their inhabitants. 6th. That said lands shall not be alienated by the company to any government whatever.

Article XXVIII.

The colonies which the company may establish upon said lands shall be colonies of Nicaragua, and thereupon the settlers shall be subject to the laws of the State, the same as the natives of the country; being, however, exempt, for the term of ten years, from all taxes and direct contributions, and from all public services as soon as each colony shall contain at least fifty settlers.

Article XXIX.

The State further agrees, that in case any event may hereafter occur, as named in the preceding article 10th, to suspend or prevent the construction of the said canal; or if the said contract shall become forfeited or annulled by either or both of the parties; and also, in case the said contract shall continue in force for the full period of eighty-five years, mentioned in the preceding article 4th, the said State shall always acknowledge as private property the lands which may have been alienated or ceded by the company to settlers or other persons, in virtue of the legal title which the company has acquired by this contract to the said lands.

Article XXX.

The company shall have the exclusive right to construct rail and carriage roads and bridges, and to establish steamboats and steam vessels on the said rivers and lakes, as necessary accessories to and in furtherance of the execution of the canal; but the company hereby stipulates and agrees, in case that the construction and completion of said canal, or any part of it, becomes impossible by any unforeseen event, or insurmountable obstacle of nature, to construct a railroad, or rail and carriage road, and water communication between the two oceans, provided the same may be practicable, within the same period as is stipulated for the building of the said canal, and subject to the same terms, conditions, regulations and restrictions as far as they can be made applicable to the same.

Article XXXI.

The State hereby binds itself not to sell or dispose of any of its public lands located upon or near the river St. John, or upon or near any of the routes or points designated in article first of this contract, until after the surveys shall have been made and the route determined of the said canal.

Article XXXII.

The State also binds itself to protect and defend the company in the full enjoyment of the rights and privileges granted in this contract; and also binds itself not to contract with, or cede to, any government, individual or companies whatsoever, the right of constructing a ship canal, railroad or any other communication, across its territory between the two oceans; or the right of navigating, by means of steam vessels, any of its rivers or lakes which may be occupied by the company, while this contract continues in force. But should this contract become forfeited or annulled, then the State shall be privileged and free to contract with any other individuals or companies, as it may deem proper.

Article XXXIII.

In case any dispute or controversy shall arise during the existence of this contract, between the State and the company, the same shall be determined by a reference to five commissioners, to be chosen in the following manner: two to be named on the part of the State, two to be named by the company, and the fifth to be selected by the four others appointed, who shall hear and determine the matters in controversy, and decide upon the same; which decision of the said commissioners shall be final and without appeal, and binding upon both the State and company.

Article XXXIV.

It is further provided, that in the event of the four commissioners, thus chosen, not being able to agree upon the selection of the fifth, the State and the company shall then choose three individuals, out of which number they shall select one to act as such fifth commissioner; but should they disagree in such selection, then the choice shall be made out of said number by lot.

Article XXXV.

After the period of the eighty-five years, herein granted to the company, shall have expired, the company shall surrender to the State the canal or roads and its dependencies, revenues and privileges, free from all indemnity for the capital which may have been invested in the said work. But it is nevertheless stipulated that the company shall receive fifteen per cent. annually, out of the net profits of the canal, for the period of ten years after such surrender, provided the cost of the same shall be less than twenty millions of dollars; but should the cost be twenty millions of dollars or more, then the company shall receive said fifteen per cent. for the period of twenty years after such surrender.

Article XXXVI.

It is expressly stipulated on the part of the State of Nicaragua, that the vessels, products, manufactures and citizens of all nations, shall be permitted to pass upon the proposed canal, through the territory of the State, subject to no other or higher duties, charges or taxes than shall be imposed upon those of the United States, provided always, such nations shall first enter into such treaty stipulations and guarantees respecting said canal as may hereafter be entered into between the State of Nicaragua and the United States.

Article XXXVII.

It is finally stipulated that this contract, and the rights and privileges which it confers, shall be held inalienable by the individuals composing the company herein named and their associates; *and*

further, the said company shall have the right to constitute itself into a stock company, for the purpose of creating, and selling, and disposing of said stock.

ARTICLE XXXVIII.

To prevent all misapprehension as to the rights of the company and the State, respecting the transit of all merchandise, vessels, products or people, to whomsoever or wheresoever belonging, and all the property of whatever description which may pass through the proposed canal, (on the way to any State or country other than Nicaragua,) it is expressly stipulated by the State that the same may so pass, subject to no duties, charges, or taxes, or tolls whatsoever, other than those imposed by said company ; and any vessel or person passing through or along any part of said canal shall be equally exempt, provided always the said nation, or government, or country to whom or to whose citizens or subject the said people, merchandise, products and property shall or may belong, shall first enter into stipulations, &c., such as are hereinbefore named in article 36th.

ARTICLE XXXIX.

The present contract shall be ratified by the legislature of the State in the shortest possible period, and on the part of David L. White shall be ratified immediately after, as agent of the company which he represents, in virtue of the powers conferred on him to this effect.

The original contract was signed and sealed in triplicate, in the city of Leon, in the State of Nicaragua, on the 27th of August, 1849, by the respective commissioners, Hermenegilda Zepeda, Gregorio Juares and David L. White. It was ratified by the legislature of Nicaragua on the 22d of September, 1849, and by David L. White on the 26th of the same month, on which day the ratifications were exchanged.

The amendments, modifications and reforms, which left the contract as now published, were signed and sealed, also in triplicate, in the same city, on the 9th of March, 1850, by the respective commissioners, Gregorio Juares and David L. White.

The same were accepted, ratified and confirmed, as follows:

RATIFICATION.

Justo Abounca, senator, supreme director of the republic of Nicaragua:

Whereas, the legislative assembly of said republic has ratified, and the executive power has sanctioned, each and all of the articles which, as modifications to the contract relating to interoceanic communication, were made in the city of Leon on the 9th of March last,

between the commissioners of this government, the Señor Licentiate Don Gregorio Juares, and the representative of the American company, Mr. David L. White, has therefore decreed, and decrees as follows:

ARTICLE I.

The republic of Nicaragua accepts, ratifies and confirms each and all of the articles of the aforesaid modifications to the contract relating to the interoceanic communication.

ARTICLE II.

In consequence thereof, let this decree be published, fulfilled and circulated as a law of the State, as soon as the aforesaid Mr. David L. White shall ratify said modifications under the authority and ample powers conferred on him by the company; and for this purpose, this original instrument is to be delivered by the hands of the prefect of the eastern department to the aforesaid Mr. White, who is at present in the city of Granada, in order that by virtue thereof the exchange of ratifications may take place.

Given at Nicaragua, at the government house. Sealed with the seal of the republic, and countersigned by the undersigned, secretary of state in the office of foreign relations, on the 11th day of April, 1850.

J. ABOUNCA.

To the Señor Licentiate Don Sebastian Salinas, secretary of state in the office of foreign relations.

By order of the director.

SEBASTIAN SALINAS. [L. S.]

Whereas, the foregoing amendments and modifications to the contract celebrated between the State of Nicaragua and the American Atlantic and Pacific Ship Canal Company have been duly ratified by the legislature of the State of Nicaragua—Now, therefore, I, David L. White, as the representative of the said company, being invested with powers conferred on me for this object, do hereby accept, ratify and confirm all and each of the foregoing amendments and modifications to the original contract, for and on behalf of the said American Atlantic and Pacific Ship Canal Company.

In testimony of which, I have fixed my hand and seal, in the city of Grenada, this twelfth day of April, in the year of our Lord one thousand eight hundred and fifty.

DAVID L. WHITE. [L. S.]

ACT OF INCORPORATION.

:e of the Director of Nicaragua, in Central America.

, "the American Atlantic and Pacific Ship Canal Com-
ld be legally accredited in the State, for the exercise of its
n such a manner as not to meet with any embarrassment
opment and prosecution of the enterprise, and as it is in-
that the government of the State should grant it all the
h are in its power for this object—Therefore, in virtue of
the government has resolved to decree, and does decree,
g act of incorporation:

FIRST.

of Nicaragua hereby makes, constitutes and appoints Cor-
lerbilt, Joseph L. White, Nathaniel H. Wolfe and their
vhomsoever the same may be, now or hereafter, a body
corporate with perpetual succession, by the name and de-
"The American Atlantic and Pacific Ship Canal Com-
:he purpose of carrying into full effect the objects and pur-
grant and charter heretofore made and given by said State
said parties, in such manner and by such means as to them
ıccessors may seem proper, and not inconsistent with said
harter; and for such purpose the aforesaid parties and their
re hereby invested with all necessary power and authority
ırporate and politic.

SECOND.

body corporate may, from time to time, in any manner
:m may seem proper, pass by-laws and adopt rules and regu-
he management and government of the said body corporate
ness—fix the amount of capital stock thereof—increase and
: subscriptions to the same—designate the number of shares
hereof—define the mode of issuing, and issue the same,
for and regulate the manner of transferring the same, by
ɔr their officers, and do all other acts and things which to
eem necessary or proper, fully to execute and carry out the
the said grant and charter.

THIRD.

ɔody politic and corporate may, from time to time, as it may
select a board of directors, and all other officers, and ap-
s and servants for the management of all the business and
ıid company, which said board, when elected, as the said
rate may provide, together with the president, shall be in-
ı all the powers of the said body corporate, unless by the
he same shall be *limited or defined*; and the said body cor-

porate may provide by by-laws, or otherwise, for the number of directors, the manner and time of their election and the duration of their term of office.

FOURTH.

The said body corporate and politic shall adopt a common seal, and may, from time to time, alter the same, and shall have power to sue and be sued to final judgment, plead and be impleaded, complain, answer or respond in all the judicial tribunals of this State, to the same extent as a natural person and a citizen of the State.

FIFTH.

The capital stock of said body corporate, and all of their property, choses in action, rights and effects, shall at all times and forever be exempt from taxation, charge, or other burden or duty whatsoever, on the part of the State.

Let it be communicated to the company by the conduct of David L. White, and to the authorities and functionaries of the State, whom it may concern.

Given in Leon, the ninth day of March, in the year 1850.

NORBERTO RAMIREZ, *Supreme Director.*

To Mr. SEBASTIAN SALINAS,
Secretary of Foreign Relations.

SEBASTIAN SALINAS.

TREATY OF PROTECTION BETWEEN THE UNITED STATES AND GREAT BRITAIN.

Convention between the United States of America and her Britannic Majesty, concluded at Washington the nineteenth day of April, A. D. 1850.

The United States of America and her Britannic Majesty, being desirous of consolidating the relations of amity which so happily subsist between them, by setting forth and fixing in a convention their views and intentions with reference to any means of communication by ship canal, which may be constructed between the Atlantic and Pacific Oceans, by the river San Juan de Nicaragua, and either or both of the lakes of Nicaragua or Managua, to any part or place on the Pacific Ocean. The President of the United States has conferred full powers on John M. Clayton, Secretary of State of the United States; and her Britannic Majesty on the Right Honorable Sir Henry Lytton Bulwer, a Member of Her Majesty's Most Honorable Order of the Bath, and Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty to the United States for the aforesaid purposes; and the said Plenipotentiaries having exchanged their full powers, which were found to be in the proper form, have agreed to the following articles:

ARTICLE I.

The governments of the United States and Great Britain hereby declare that neither the one nor the other will ever obtain or maintain for itself any exclusive control over the said ship canal; agreeing that neither will ever erect or maintain any fortifications commanding the same, or in the vicinity thereof, or occupy or fortify, or colonize, or assume, or exercise any dominion over Nicaragua, Costa Rica, the Musquito coast, or any part of Central America; nor will either make use of any protection which either affords, or may afford, or any alliance which either has, or may have, to or with any State or people, for the purpose of maintaining or erecting any such fortifications, or of occupying, fortifying or colonizing Nicaragua, Costa Rica, the Musquito coast, or any part of Central America, or of assuming or exercising dominion over the same; nor will the United States or Great Britain take advantage of any intimacy, or use any alliance, connexion or influence that either may possess with any State or government through whose territory the said canal may pass, for the purpose of acquiring or holding, directly or indirectly, for the citizens or the subjects of the one any rights or advantages in regard to commerce or navigation through the said canal, which shall not be offered on the same terms to the citizens or the subjects of the other.

ARTICLE II.

Vessels of the United States or Great Britain traversing the said canal, shall, in case of war between the contracting parties, be exempted from blockade, detention or capture, by either of the belligerents; and this provision shall extend to such a distance from the two ends of said canal as may hereafter be found expedient to establish.

ARTICLE III.

In order to secure the construction of the said canal, the contracting parties engage that if any such canal shall be undertaken upon any fair and equitable terms, by any parties having the authority of any local government or governments through whose territory the same may pass, then the persons employed in making the said canal, and their property used or to be used for that object, shall be protected from the commencement of the said canal, to its completion, by the governments of the United States and Great Britain, from unjust detention, confiscation, seizure, or any violence whatsoever.

ARTICLE IV.

The contracting parties will use whatever influence they respectively exercise with any State, States or governments possessing or claiming to possess any jurisdiction or right over the territory which the said

canal shall traverse, and which shall be near the waters applicable thereto, in order to induce such States or governments to facilitate the construction of said canal by every means in their power. And furthermore, the United States and Great Britain agree to use their good offices wherever or however it may be expedient to, in order to procure the establishment of two free ports, one at each end of the said canal.

ARTICLE V.

The contracting parties further engage, that when the said canal shall have been completed, they will protect it from interruption, seizure or unjust confiscation; and that they will guarantee the neutrality thereof, so that the said canal may be forever open and free, and the capital invested therein secure. Nevertheless, the governments of the United States and Great Britain, in according their protection to the construction of the said canal, and guarantee its neutrality and security when completed, always understand that this protection and guaranty are granted conditionally, and may be withdrawn by both governments, or either government, if both governments or either government should deem that the persons undertaking or managing the same adopt or establish such regulations concerning the traffic thereupon as are contrary to the spirit and intention of this convention; either by making unfair discriminations in favor of the commerce of one of the contracting parties over the commerce of the other, or by imposing oppressive exactions or unreasonable tolls upon passengers, vessels, goods, wares, merchandise, or other articles. Neither party, however, shall withdraw the aforesaid protection and guaranty without giving six months' notice to the other.

ARTICLE VI.

The contracting parties in this convention engage to invite any State with which both or either have friendly intercourse to enter into stipulations with them, similar to those they have entered into with each other, to the end that all the States may share in the honor and advantage of having contributed to a work of such general interest and importance as the canal herein contemplated. And the contracting parties likewise agree that each shall enter into such treaty stipulations with such of the Central American States as they may deem advisable for the purpose of more effectually carrying out the great design of this convention—namely, that of constructing and maintaining the said canal as a ship communication between the two oceans for the benefit of mankind, on equal terms to all, and of protecting the same. And they also agree that the good offices of either shall be employed, when requested by the other, in aiding and assisting the negotiation of such treaty stipulations. And should any differences arise as to right or property over the said territory through which the said canal shall pass between the States or governments of Central America, and such differences should in any way impede or obstruct the execution of said canal, the governments of the United States and

Great Britain will use their good offices to settle such differences in the manner best suited to promote the interests of the said canal, and to strengthen the bonds of friendship and alliance which exist between the contracting parties.

ARTICLE VII.

It being desirable that no time should be unnecessarily lost in commencing and constructing the said canal, the governments of the United States and Great Britain determine to give their support and encouragement to such persons or company as may first offer to commence the same with the necessary capital, the consent of the local authorities, and on such principles as accord with the spirit and intention of this convention; and, if any persons or company should already have with any State through which the proposed canal may pass, a contract for the construction of such a canal as that specified in this convention, to the stipulations of which contract neither of the parties in this convention have any just cause to object, and the said persons or company shall have made preparations and expended time, money, and trouble, on the faith of such contract, it is hereby agreed that such persons shall have a priority of claim over every other person or company to the protection of the United States and Great Britain, and be allowed a year from the date of the exchange of the ratifications of this convention, for concluding the arrangement and presenting evidence of sufficient capital subscribed to accomplish the undertaking; it being understood that if, at the expiration of the aforesaid period, such persons or company shall not be able to commence and carry out the projected enterprise, then the governments of the United States and Great Britain shall be free to afford their protection to any persons or company that shall be prepared to commence and proceed with the construction of the canal in question.

ARTICLE VIII.

The governments of the United States and Great Britain having not only desired, in entering into this convention, to accomplish a particular object, but also to establish a general principle, they hereby agree to extend their protection by treaty stipulation to any other practicable communications, whether by canal or railway, across the isthmus which connects North with South America, and especially to the interoceanic communications, should the same prove to be practicable, whether by canal or railway, which are now proposed to be established by the way of the Tehuantepec or Panama. In granting, however, their protection to any such canals or railways as are by this article specified, it is always understood by the United States and Great Britain that the parties constructing or owning the same shall impose no other charges or conditions of traffic thereupon than the aforesaid governments shall approve of as just and equitable; and that the said canals or railways being open to the citizens and subjects of the United States and Great Britain on equal terms, shall also be open on like terms to the citizens and subjects of every other State

which is willing to grant thereto such protection as the United States and Great Britain engage to afford.

ARTICLE IX.

The ratification of this convention shall be exchanged at Washington within six months from this day, or sooner, if possible. In faith whereof, we, the respective plenipotentiaries, have signed this convention, and have hereunto affixed our seals.

Done at Washington, the nineteenth day of April, anno Domini one thousand eight hundred and fifty.

JOHN M. CLAYTON, [L. S.]
HENRY LYTTON BULWER. [L. S.]

Charter granted by the State of Nicaragua to the Accessory Transit Company.

The supreme government of the republic of Nicaragua, fully authorized by legislative decree of the 13th instant, have agreed, by means of their commissioners, Don Fruto Chamorro and Don Mateo Mayorga, with the sole object of facilitating the construction of the maritime canal, and in accordance with the desires expressed by the company of the said canal, represented by Joseph L. White, esq., to divide and separate from the contract of the 22d of September, 1849, relating to the construction of the said canal through the Isthmus of Nicaragua, the part therein relating to the navigation by steam of the waters of Nicaragua, and to that effect they have agreed to the following convention:

ARTICLE I.

The republic of Nicaragua authorizes the American Atlantic and Pacific Ship Canal Company to divide and separate from the powers, privileges and rights granted by the treaty, signed by said government on the 22d September, 1849, and amended the 11th of April, 1850, all the powers, privileges, rights and duties designated in the articles 6, 14, 20, 21, 22, 23, 30, 32, 33, 34, and all other articles relating to the navigation of the waters of Nicaragua, not essential to the construction or use of the said ship canal.

ARTICLE II.

Said company is equally authorized to form another company, distinct and separate, comprised of the same members as the former. This new company shall enjoy the powers and be subject to the duties inserted in the articles aforesaid, provided they are not in contradiction to the rights granted and to the duties imposed upon the Ship Canal Company.

ARTICLE III.

The company newly created shall proceed to execute and accomplish the objects of its incorporation, as set forth in the said articles above alluded to, and shall have a right to, and shall have the protection of the government of Nicaragua, within the same limits and to the same extent which have been stipulated in the primary charter of the 22d September, 1849, and its amendments of the 11th of April, 1850, relating to the construction of a ship canal. All the acts and things which may constitute an infraction of the rights of the ship canal company shall equally be considered an infraction of the rights of the company newly created in all that refers to the objects of its institution.

ARTICLE IV.

The new company, when organized, shall be designated by the name of "The Accessory Transit Company." They shall be a body corporate and politic, with perpetual succession during the time of their legal existence, and they shall have full powers to use their rights and privileges and accomplish fully the duties designated in the present convention and in the aforesaid articles, in such manner as may seem to them most convenient and proper, provided that it be not in contradiction to the privileges and duties inserted in the primary charter of the 22d of September, 1849, and amendments thereto of the 11th of April, 1850.

ARTICLE V.

Said company, forming a body corporate and politic, may elect and remove their officers and agents according as they may deem it for their interest; they shall have the faculty of passing and adopting such laws and regulations as they may consider conducive to the better administration of their affairs, in view of securing the enjoyment of their privileges, and for the entire fulfilment of their obligations.

They may fix the amount and value of stock to be issued, and increase the same, if necessary; provide the mode of transferring the same, and do all acts and things which are proper and necessary to carry out strictly the purposes of their institution, and according to the above mentioned articles.

ARTICLE VI.

The company, forming a body corporate and politic, shall elect a board of directors and a president, and shall fix the number of the members thereof, the majority of whom shall determine and adopt all resolutions necessary to carrying out the purposes expressed in the preceding articles, and such others as refer to the right of transit, and are not inconsistent with the right of constructing and using the canal. The company may adopt a common seal, and change it if necessary. They may sue and be *sued before* the tribunals of the State, as if *they were a natural person.*

ARTICLE VII.

All the property, choses in action, things, rights, credits, and effects of the new company shall be free from all charges and duties whatsoever during the existence of the grant, within the limits expressed in the primary charter of the 22d September, 1849, and amendments thereto of the 11th of April, 1850, conceded for the construction of a ship canal, and for other purposes.

ARTICLE VIII.

This convention, and all the rights and privileges secured by it to the company, and conferred by it, shall cease whenever the primary charter of the 22d of September, 1849, shall expire by its own limitation, or shall be otherwise forfeited or annulled.

ARTICLE IX.

It is understood and agreed by and between the contracting parties that no expression used in this convention can be or shall be construed as relieving either party from the performance of all the obligations imposed upon them respectively by the charter of the 22d of September, 1849, and amendments thereto of the 11th of April, 1850.

Done and signed in duplicate in the city of Granada, of Nicaragua, the fourteenth day of August, one thousand eight hundred and fifty-one.

FRUTO CHAMORRO,
MATEO MAYORGA,
J. L. WHITE,
Counsel to, and representative of, the
[SEAL.] *American and Atlantic and Pacific Ship Canal Company.*

A No. 2.

[Translation.]

From the Special Commissioners of the Republic of Nicaragua.

NEW YORK, *August* 2, 1855.

GENTLEMEN: The undersigned, representatives of the republic of Nicaragua, have received your letter, dated the 30th ultimo, containing a proposition to arrange the ten per cent. which pertains to the government, in conformity with article 6th of the charter, and which has not been paid hitherto; and proposing in addition a substantial amendment to the first charter. After mature meditation we proceed to communicate to you the very liberal modifications which we have made to your proposition, to justify the favorable decision of the government in settling its claims and in establishing the harmony which is so convenient and proper for the disagreeing parties.

MODIFICATIONS.

irst. We will receive in the name of the government of Nicaragua, he 10 per cent. which it is entitled to by the 6th article, for the past until the ratification of a new agreement, the sum of $40,000, ıcting from this sum what the company has already paid.

:cond. For the future to be arranged thus: during two years the pany to pay the government, the first year the sum of $30,000, in l money in advance, and the second year $30,000 in twelve divi- ls, to be delivered in Granada each month. After the expiration he two years the company to pay the government two dollars os) (Nicaragua money) for each adult passenger, and one dollar :hose not over twelve years of age, paying half passage. This tation tax to be paid monthly, according to the passengers who ' have passed over the isthmus. These terms being accepted the ›er cent. which the government is entitled to from the company to e for the future.

'hird. In case that the independence of Nicaragua should be threat- l by a foreign power, (except by the United States,) or by parties ıdventurers, the company binds itself to lend the government as ı as a hundred thousand, at 7 per cent. per annum. The rights laims of the government on the company, and all other revenues he republic to be hypothecated as security for the payment. *In e terms we will accept a new article.*

'ourth. In respect to the change which you solicit in articles two . thirty of the present charter, the company must apply to the 'ernment, inasmuch as it involves a change of the existing obliga- ıs of the company with the government; we are not authorized to ke it.

t is unnecessary to add and manifest to you that so soon as the dif- ›nces between the government and the company may be terminated, ıfidence and harmony will be restored, and then the company will ain from the government whatever facilities that may conduce to › progress of the enterprize, in accordance with the well understood :erests of the parties.

We hope that in course of three days you will be pleased to respond this, it being understood that after this period the liberal modifica- ›ns which we have made in the proposition which you presented to in the name of the company will remain without effect.

In the meantime, we subscribe ourselves your very obedient servants,

GABRIEL LARAYO,

———— ————, (illegible.)

Messrs. THOMAS LORD,
J. L. WHITE,
J. OGDEN,
Commissioners of the Accessory Transit Company, &c.

A No. 3.

OFFICE OF THE ACCESSORY TRANSIT COMPANY,
New York, November 14, 1855.

DEAR SIR: The Accessory Transit Company, through the undersigned, their commissioners, hereby name and appoint as arbitrators, on the part of the company, Nathaniel H. Wolfe, esq., and Francis B. Cutting, esq., to settle every dispute or controversy and every matter of account now pending between the government of Nicaragua and the company.

It is the wish of the company that the four arbitrators now selected will proceed as speedily as possible to the selection of the fifth arbitrator, as required by the charter.

Yours, very respectfully,

THOMAS LORD,
J. L. WHITE,
JOSEPH OGDEN,
Commissioners.

DANIEL LORD, Esq.

—

82 MERCHANT'S EXCHANGE,
October 23, 1855.

GENTLEMEN: The proposition made by Mr. J. L. White, for settlement of the controversy pending with the State of Nicaragua, has been submitted to the commissioners, and they decline to accept it. As this last proposition is much less favorable to the State than a former proposition made by the company, and which the commissioners expressly rejected, these gentlemen have lost all hope of arriving at a settlement by further negotiation, and they have concluded to resort to the arbitration provided by the charter. Accordingly, they now nominate Messrs. Royal Phelps and Theodore W. Riley as arbitrators, requesting you to name two others, that the matter may be proceeded in without unnecessary delay.

Yours, very respectfully,

DANIEL LORD,
By DANIEL D. LORD.

THOMAS LORD, Esq., *Vice President,*
Accessory Transit Company.

—

OFFICE OF THE ACCESSORY TRANSIT COMPANY,
New York, October 26, 1855.

DEAR SIR: I have yours of the 23d instant, and note the contents.

As neither the commission nor the instructions of the minister, handed to us by Messrs. Tejada and Lacayo, confer any authority upon those gentlemen to appoint arbitrators, it would seem not only desi-

rable but indispensable that they furnish us with a copy of any such instructions on that point as they may have in their possession, upon the receipt of which—if the power conferred on them appears full and complete—the commissioners on the part of the company will, I presume, be prepared to proceed to arbitration.

Yours, respectfully,

THOMAS LORD, *President.*

DANIEL LORD, Esq., *Present.*

—

82 MERCHANT'S EXCHANGE,
New York, October 29, 1855.

DEAR SIR: Your note of the 26th instant, addressed to Mr. Daniel Lord, has been submitted to the commissioners of Nicaragua, and in pursuance of your request, they send a copy of their power to name arbitrators in behalf of the government. The copy is, I believe, perfectly correct, but the original will be sent to you for your examination if you desire to see it. This power has not been presented heretofore, because the labors of the commissioners have been directed until now to an amicable arrangement for which the other power was sufficient.

Yours, very respectfully,

D. D. LORD.

THOMAS LORD, Esq.,
President Accessory Transit Company.

—

[Translation.]

REPUBLIC OF NICARAGUA, CENTRAL AMERICA.

The government of the republic of Nicaragua authorizes in the most competent form Don Rafael Garcia Tejada, and Don Gabriel Lacayo, to be their commissioners to arrange the questions at issue with the Accessory Transit Company in order to, should it be found expedient to institute judicial proceedings against the said company in order to validate the rights which this republic has acquired in consequence of the canal contract adjusted on the 22d of September, 1849, with its amendment of the 11th April, 1850, and of the Transit contract of the 20th August, 1851, by mutual consent, and jointly for themselves and for others constituted by both or either of them, that they shall promise, sustain, and follow, in all its acts, said tribunal of justice, empowering them for the said object, should they deem it necessary, to name attorneys, advocates, notaries, or scriveners, &c.; to authorize pledges of what nature soever, deeds of writing, and whatever other kinds of documents which shall *be necessary*; to give petitions, present proofs, *to censure and reproduce the contrary*, to challenge judges

and whatsoever other ministers of justice, to appeal, &c., and to have and do judicially whatever they deem expedient for the interests of this republic.

They are likewise authorized to compromise the questions by arbitrators, naming those appointed for Nicaragua, authorizing them duly, and subjecting themselves to their sentence and decision.

For the execution of all that is above set forth, and whatever shall conduce to the respect and defence of the said rights, are granted by these presents to the gentlemen above named, Tejada and Lacayo, full powers and the most efficient faculties.

In testimony whereof, the undersigned minister of state for the dispatch of foreign relations, by order of his excellency the deputy president of this republic, doth execute this letter of authority, at Granada, the ninth day of the month of June, in the year of our Lord one thousand eight hundred and fifty-five.

MATEO MAYORGA.

B No. 1.

The Provisional President of the Republic of Nicaragua to its inhabitants.

Whereas, the republic of Nicaragua, on the 22d day of September, 1849, (one thousand eight hundred and forty-nine,) granted to the American Atlantic and Pacific Canal Company certain rights and privileges, were subsequently modified by decree of the 11th day of April, 1850, (one thousand eight hundred and fifty,) and whereas, in consideration of said rights and privileges, said company agreed to construct a ship canal across the territory of said republic, from the port of San Juande Nicaragua to the port of Realejo, gulf of Fonseca, Tamarinda, San Juan del Sud, or any of the points on the Pacific ocean which the engineers of the company might decide upon, or in case that the construction and completion of said canal or any point of it should become impossible by any unforseen event or insurmountable obstacle of nature to construct a railroad or rail and carriage road and water communication between the two oceans; and

Whereas, the said American Atlantic and Pacific Ship Canal Company have not constructed the said canal or commenced the same, but, on the contrary, has abandoned the undertaking and declared it impracticable, and have also failed to construct a railroad or rail and carriage road, as they agreed to do; and

Whereas, the said American Atlantic and Pacific Ship Canal Company was bound by the terms of said charter to pay the republic of Nicaragua ten thousand dollars annually and ten per cent. on the net profits of any route the company might establish between the two oceans during the time allotted for the completion of the canal and in furtherance thereof; and

Whereas, the said American Atlantic and Pacific Canal Company

have failed to pay annually said ten thousand dollars, together with the said ten per cent. net profits, falsely and fraudulently alleging that no profits were made and commission due ; and

Whereas, by the said charter it was stipulated that, for the purpose of settling all matters in dispute between the State and the company, commissioners should be appointed by the State on the one part and the company on the other ; and

Whereas, on the 12th day of September, 1855, (one thousand eight hundred and fifty-five,) the republic of Nicaragua notified the said company to appoint commissioners under the charter, and the said company expressly refused the same ; and

Whereas, by decree of the 9th day of March, 1850, (one thousand eight hundred and fifty,) the said company was made a body politic and corporate, with perpetual succession by the name and description of "The American Atlantic and Pacific Ship Canal Company;" and

Whereas, on the 14th day of August, 1851, (one thousand eight hundred and fifty-one,) the republic of Nicaragua, with the sole object of facilitating the maritime canal, and in accordance with the desires expressed by the company of said canal to divide and separate from the contract of 22d September, 1849,) one thousand eight hundred and forty-nine,) the part therein relating to the navigation by steam of the waters of Nicaragua, did constitute a new company, designated by the name of "Accessory Transit Company," and consisting of the same persons comprising the American Atlantic and Pacific Ship Canal Company, and subject to the same obligations; now, therefore,

The supreme provisional government of Nicaragua, in virtue of the faculties,

DECREES:

1. The grant to the American Atlantic and Pacific Canal Company of date 22d September, 1849, (one thousand eight hundred and forty-nine,) and the modifications thereof made 11th day of April, 1850, (one thousand eight hundred and fifty,) and all the privileges therein contained are *revoked and annulled;* the acts of incorporation of rail company of date 9th day of March, 1850, (one thousand eight hundred and fifty,) and of the "Accessory Transit Company" of date 14th day of August, 1851, (one thousand eight hundred and fifty-one,) *are annulled*, and the said American Atlantic and Pacific Ship Canal Company and Accessory Transit Company *are dissolved and abolished*, except for the purposes hereinafter mentioned.

2. Señor Don Cleto Mayorga, Señor Don Eduardo I. C. Kewen, and Señor Don George F. Alden, (any two of whom may act,) are hereby appointed a board of commissioners, with full powers to *examine, liquidate* and *ascertain* the amount due by the said American Atlantic and Pacific Canal Company and Accessory Transit Company, to the State, with full powers to send for persons and papers, and to enforce respect and obedience to all their orders and decrees.

3. The said board shall *proceed at once to* discharge their duties, and for this *purpose shall notify the agent of* the companies residing

in Nicaragua to appear before them forthwith, to give all evidence that may be required of them, and with the privilege to defend the interest of their principals.

4. The said companies shall be considered still in existence for the purpose of conducting this examination, and for the purpose of being held collectively responsible for such sum as may be ascertained to be due to the State, but for no other.

5. For the purpose of securing the payment of such amount the said board find due, they are hereby commanded to cause all the property of said companies to be seized forthwith and held by responsible persons, subject to the order of said board.

6. That the transit of passengers across this isthmus may suffer no interruption, the board are authorized to deliver to such responsible persons as may make application all the said property so seized, upon their executing a bond in a sum one-fourth greater than its appraised value, and with the conditions that the same shall be forthcoming when called for by the said board, and that the undertakers in the bond shall continue to transport the passengers who may arrive on the side of the Atlantic and Pacific oceans, and the expenses of transporting said passengers shall be charged against the said companies.

7. Before allowing the said property to be bonded, the board shall cause the same to be fairly approved by three competent persons appointed for the purpose.

8. The board shall proceed summarily and with dispatch, and on determining the amount due from the companies to the State, shall report their proceedings immediately to the government.

9. The compensation of the board of commissioners, as well as of the board of appraisers by them appointed, will be hereafter determined.

10. Let this be communicated to the proper authorities.

Given at Granada the 18th day of February, 1856.

PATRICIO RIVAS.

B No. 2.

NEW YORK, *March* 19, 1856.

I, Isaac C. Lea, secretary of the American Atlantic and Pacific Ship Canal Company, (of Nicaragua,) do hereby certify that the *bonus* of ten thousand dollars per annum, due the State of Nicaragua under the grant from said State to the said company, was duly paid on the drafts of said State for the same, in the years 1849, 1850, and 1851; and I do hereby further certify, as secretary of the Accessory Transit Company, that the said *bonus* was duly paid by the said Accessory Transit Company, on the drafts of said State for the years 1852, 1853, and 1854, and that they were prepared and ready to pay the same for the year 1855, but were enjoined by Messrs. Manning, Glenton & Co.,

through a court in the city of New York, under an assignment of said claim of the State, from paying the same to any *person or persons* whatever.

ISAAC C. LEA, *Secretary*.

B No. 3.

[Translation of No. 1.]

REPUBLIC OF NICARAGUA, MINISTRY OF FOREIGN AFFAIRS,
Granada, January 16, 1856.

SIR: By order of his excellency the president of the republic, I remit to you, enclosed, authorized copies of the legislative law of 21st June, 1852, in consequence of which a contract was celebrated on the 22d of the same month and year, between the supreme executive power and Messrs. Thomas Manning and Jonas Glenton, as also the decree given yesterday, 15th instant, by the actual provisional government of the republic, relative to the same subject.

All of which I transmit to you for your information, acceptation, and due fulfillment of the same.

Mr. Secretary, you will be pleased to communicate these dispositions, with the object aforesaid, to the president of the said mentioned company, and return me a receipt of this communication.

I have the honor to be, sir, your most obedient servant,

F. FERRER.

To the SECRETARY OF THE ACCESSORY COMPANY,
del Transito de Nicaragua, New York.

[Translation No. 2.]

[No. 137.] REPUBLICA DE NICARAGUA,
Ministry of the Public Credit, Granada, January 15, 1856.

The supreme executive power has been pleased to dictate the following law:

The government, considering just the claim which Messrs. Manning and Glenton make on the State as to its recognition and payment of the sums which the republic is indebted to them, according to the agreement effected on the 23d June, 1852, between the executive and the petitioners, and in virtue of the legislative law of the same month and year, in force of the powers in it invested,

DECREES:

1. Acknowledge as a debt against the republic, and in favor of Messrs. Manning and Glenton, the sums which are due to them conformable to the *agreement entered into on the* 23d June, 1852.

2. In consequence of which the rents hypothecated in the expressed agreement remain pledged for the payment of the same.

3. Communicate the same to whom it may correspond.

RIVAS.

GRANADA, *January* 15, 1856.

And, by supreme order, I communicate the same to you for your information.

I am your obedient servant,

F. FERRER.

Messrs. THOS. MANNING and JONAS GLENTON.

GRANADA, *January* 16, 1856.

Agreeable to the original.

ROCHA.

Minister of Finance of the Supreme Government de la Republica.

[Translation No. 3.]

GOVERNMENT HOUSE, *Managua, June* 22, 1852.

The supreme executive power has been pleased to communicate to me the following decree:

The director of the State of Nicaragua to its inhabitants.

Forasmuch as the legislative assembly has decreed the following, the senate and house of representatives of the State of Nicaragua, constituted as assembly,

DECREE.

ART. 1. The executive government will liquidate or adjust up to the 1st July, 1851, the debt which the State recognizes in favor of Mr. Thomas Manning and Mr. Jonas Glenton, in conformity with the documents which exist respecting the same.

ART. 2. The sum which this amounts to, in favor of these gentlemen, will bear interest at 1½ per cent. per month, from the 1st of July, 1851, to an equal date in 1855, at which date the State compromises itself to satisfy the entire debt.

ART. 3. The State consigns or deposits for this payment the 10 per cent. which it has to receive from the net proceeds of the Transit Company and the ten thousand dollars which it also receives annually per contract of September 26, 1849, compromising this last from 1854 and onward, which said incomes the State shall not otherwise dispose of, until the credit of these persons is not completely solvent.

ART. 4. The interest on the amounts which are from time to time to be paid is to cease, and at the time of a general settlement, should it result that Manning and Glenton have received more monies than their due, they will immediately return it to the State with the same

interest of 1½ per cent. monthly, which is to be calculated from the time of its receipt.

ART. 5. If, on the 1st of July, 1855, these credits should not be satisfied, they must be precisely settled, making use for this object the $200,000 of actions which the State holds in the canal enterprise, or any other of its incomes.

ART. 6. The government may authorize Mr. Manning, who united or with the intervention of a special agent which the government may name, to settle and receive the 10 per cent. which may be due to the State at the time of adjustment, without assigning any pay to him, having offered to do so graciously. The following settlement with the Transit Company is in future to be made by a person to be *named* by the government, remaining *always* its *results or proceeds* at the order and disposition of Manning and Glenton.

ART. 7. The government may also authorize Mr. Manning to contract a loan with which to cover the amount due to him and Mr. Glenton by the State at the time of its taking effect, under the conditions that the interest does not exceed 1½ per cent. per month, the State obliging itself to satisfy the amount of the loan and the incomes by this law here stipulated.

ART. 8. The law of the 16th June, 1851, is by this annulled.

Given in the sessions of the legislature, Managua, June 16, 1852. José M. Estrada, deputy president; Domingo Coleman, deputy secretary; Liberato Abarea, deputy secretary. To the executive sessions of the Senate, June 19, 1852. Pedro Aguirre, president, senator; José Jesus Alfarro; Juan Guerra, secretary, senator. Forasmuch, put it in force as law; Managua, June 21, 1852. José Lauriano Pineda, director. To the ministers of relations and government. Don Francisco Castellon.

By supreme order of the executive, I herewith make known to you, gentlemen, for your guidance, and in reply to your claims.

With which I subscribe myself, your obedient servant,

D. U. L. ROCHA,
Minister of Finance.

Messrs. THOMAS MANNING and JONAS GLENTON.

[Translation of the Contract.—No 4.]

Señor Jesus de la Rocha, minister of finance of the State, in the name of the government of Nicaragua, and Messrs. Thomas Manning and Jonas Glenton for themselves, in presence of the law of the 21st instant, which orders to be liquidated the debt which the State acknowledges in favor of these gentlemen, and consign the funds with which it should be paid with the respective interest, having at sight the liquidation of principal and interest, formed yesterday with the intervention of said gentlemen and the general treasurer, have agreed upon the following:

ARTICLE 1. The *government in the name of* the State acknowledges

in favor of Messrs. Thomas Manning and Jonas Glenton the sum of $95,402 04½ with principal and interest, the State is indebted to them up to July 1, 1851, according to the liquidation formed on the 22d instant by the treasurer general, agreeable to the stipulations of the 29th of August, 1848, and the 7th of March, 1850.

ARTICLE 2. The State is obliged to satisfy Messrs Manning and Glenton on the 1st of July, 1855, the indicated sum of $95,402 04½, with the addition of $68,682 06½ which is the interest at 1½ per cent. monthly, calculated upon the capital referred to from July 1, 1851, to an equal date in 1855, in conformity to the second article of the law of the 21st instant, present year.

ARTICLE 3. The payment of principal and interest referred to amounts united to the total sum of $164,092 03, which is to be paid, *first*, with the 10 *per cent.* which belongs to the State of the net proceeds of the Transit Company; *secondly*, with the ten thousand dollars annually which also belongs to the State, agreeable to the contract of the 26th of September, 1849, remaining compromised; the latter of these sums from the year 1854, henceforward; which incomes the government cannot dispose of in any way whatever until this debt be completely paid to the expressed gentlemen.

ARTICLE 4. The amounts which Manning and Glenton may receive on account of this credit before July 1, 1855, will cease to bear interest, and they will credit the State the same interest of 1½ per cent. monthly upon the amounts so received; and if at the time of forming the general liquidation it should appear that Manning and Glenton have received a larger sum than what is due to them, they oblige themselves to return the same immediately, with the same interest of 1½ per cent. monthly in favor of the State, which shall be calculated from the time of receiving the money.

ARTICLE 5. If on the 1st of July, 1855, these gentlemen should not be satisfied these credits, the government obliges itself to do so immediately, by means of the $200,000, which the State has in actions, in the enterprize of the canal, or any other of her rents.

ARTICLE 6. The government authorizes Mr. Manning, with the intervention of his excellency Don José de Marcoleta, minister plenipotentiary de Nicaragua to liquidate and receive the 10 per cent., which may appear in favor of the State at the time of making the settlement with the Transit Company, which sum shall be placed to the credit of Nicaragua, on account of what is due to him and Mr. Glenton, giving due advice of the amount, and date of its receipt by him.

ARTICLE 7. The government, if convenient, will authorize the said Mr. Manning to contract a loan with the object of paying him and Mr. Glenton the debt of the State at the time of verifying the same under the basis and instructions which shall be communicated to him in such a case.

ARTICLE 8. By this agreement all others that have been celebrated with the said Manning and Glenton shall not have any value or effect, declaring with all due formality from this day henceforward that the present is the only one valid, and ratify the clauses with the formality necessary for its greater value.

ARTICLE 9. Of this document three examples shall be extended, one

d to Mr. Manning, that in due time he may recover the
0 03 which belongs to him of the $164,092 03 and which forms
; ; another for Mr. Jonas Glenton, in order that he may claim
,792 which also belongs to him in the same debt, and the
ll remain in the office of the minister of finance, for the due
of the State. The minister giving advice of it to the respec-
lic offices.
th of which we sign in the city of Santiago de Managua,
, 1852.

JESUS DE LA ROCHA.

LE ADDITIONAL. Having observed, at the time of signing this
nent, that the 6th article does not express in whose power
emain the moneys arising from the liquidations which have
de agreeable to the law of the final part of the 6th article, it
agreed to add thus: "In the liquidation hereafter the bal-
will remain to the order and disposition of Messrs. Manning
nton." Fecha ut supra.

JESUS DE LA ROCHA,
THOMAS MANNING,
JONAS GLENTON.

GOVERNMENT HOUSE, MANAGUA, *June* 23, 1852.

e preceding agreement be approved of.

PINEDA.

B No. 4.

VIRGIN BAY, *February* 22, 1856.

By virtue of a decree, passed on the 18th instant by the gov-
t of Nicaragua, forfeiting and annulling the respective charters
American Ship Canal and Accessory Transit Companies, the
gned were appointed commissioners to examine into and deter-
e amount of indebtedness due from the said companies to the
nent.
he purpose of securing the payment of the sum that may be
ned to be due, we are authorized and instructed by said decree
and retain possession of all the property belonging to the said
ies within the limits of Nicaragua.
g been credibly informed that you are an agent of one or both
companies, we deem it our duty to require of you a schedule
tory of their assets now in your possession and under your

lesirable that this shall be done at the earliest practicable
. Your prompt attention in this matter will much oblige

E. J. C. KEWEN,
GEO. F. ALDEN,
Commissioners.

in SCOTT.

Inventory of real estate and other property belonging to the Accesso Transit Company at Virgin Bay, February 29, 1856.

Real estate.

Building used as company's office, with shed, stable, &c.
Building used as carpenter's and blacksmith's shop and as store-room.
Small building occupied by mechanics in employ of the company.
Wharf now in progress.

Furniture and books in office.

1 large iron safe.
2 desks, one with pigeon holes.
1 box of pigeon holes.
1 letter press.
1 pair gold scales.
3 mail bags.
2 large maps,
Books of accounts and records since Februa 20, 1854.

Miscellaneous articles in office, building, and store-rooms.

In shed adjoining stable.

1 road scraper.
3 iron buoys.
1 barrel rosin, (about 300 pounds.)
1 small anchor, (on the pier.)
3 lots of old canvas, useless.
16 specie nets.
1 lot of floor and roof tiles.

In baggage and freight shed.

50 specie nets.
1 lot of old rope.
1 coil new rope, (on the pier.)
1 carpenter's work bench.
1 lot old lumber, (about 50 feet.)
4 bars of iron.
1 tarpaulin.
1 small boat's rudder.

In office building.

4 tables.
8 common chairs, (native)
1 marine clock.
1 platform scales.
40 specie nets.
1 glass globe lamp.
14 lanterns.
1 tin lantern.
1 tin lantern lamp feeder.
1 candlestick.
1 large globe lamp.
2 cotts, one broken.
1 American flag.
Lot of brass bolts, for doors.
Lot of twine.
Lot hardware, (taken on pier.)
1 table and desk.
Lot of paint pots.
1 broken axe.
2 kegs nails, (nearly full.)
1 cross-cut saw.

Articles in store-room in blacksmith's shop.

2 carpenter's tool chests, (1 box.)
50 planes, (part in use by carpenter.)
20 handles, for chisels.
15 blades, for chisels,
15 bits, for moulding planes.
3 squares.
20 locks, (without keys.)
10 half-round files.
2 screw-drivers.
1 screw-wrench.
2 adzes
96 bits, for braces.
1 pair tweezers.
34 augers.
5 brass cocks.
3 matchete blades.
14 chisels.
3 broad axes.
2 drawing knives.
3 iron squares.
3 grubbing hoes.
14 handles for hoes.
6 gouges.
6 gross screws.
2 buck saw blades.
1 bar solder.
1 soldering iron.
2 ploughs.
2 road scrapers.
1 lot old iron.
2 buck saws.
10 door bolts.
1 double and 3 single blocks.
1 set of pit saw handles.
3 large powder cans.
6 kegs nails, nearly full.
1 wooden maul.
1 grindstone.
1 pair steelyards.
1 box slats for blinds.
3 bars of iron and lot of spikes.
2 ringbolts.

Agent's apartments:

1 bed and pillow.
2 tables.
2 lounges.
8 cane bottom chairs, (4 do. at mills.)
2 wooden bedsteads.
1 bureau.
3 washstands.
1 iron safe.

ables.
rs.
jug.
g glasses.
rs.
asins.
dsteads.
glass candle shades.
stationery, &c.

Copies of letters received and written since February 20, 1854, at this agency.
5 books of accounts and records, (old.)

Near the wharf and back of the company's office.

217 cords of wood, for steamers.
1,000 logs, for wharf.

ory of property belonging to the Accessory Transit Company, on Transit road, February 16, 1856.

able and shed for carts.

one working on pier at San Juan
ir now.
carts, with harness complete.
barrows, nearly worn out.
barrows, new.
ls, old.
s, new.
; 3 crowbars; 16 native axes, of no

2 macanas.
hammers, 2 sent to San Juan.
rican axes.
pail.
omb and brush.
of lime.

Carpenters' tools.

2 hammers.
1 adze.
1 hand axe.
1 brace and 2 bits.
2 iron squares.
1 pair pincers.
4 chisels.
1 oilstone.
1 screwdriver.
1 spokeshave.
1 drawing knife.
1 pair of dividers.
1 gross 1½-inch screws.
1 2-inch auger.
1 square.
1 gimlet.
1 ripsaw.
1 bucksaw.
1 tool chest.

C. CUSHING, *Agent.*

bove is correct.

JOSEPH N. SCOTT, *Agent,*
And receiver to whom it may concern.

ory of property belonging to the Accessory Transit Company at San Juan del Sur, Nicaragua, February 21, 1856.

building.
chairs.

rm scale.
balance.
er's patent safe.

tarpaulins.
lanterns.
tore-house.
m.
hed.
smith shop.
and bellows, and tools.
acres of ground, on which the office
s.

pump and cast iron pipe connecting
tank.
rater tank.
rater boat and pump.
s and 2 anchors on boat.
t leather hose, 2 pumps, (native use,)
ntity of paint, oil, red and white lead
ater boat.

2 coils 3 inch rope in use on water boat.
1 small skiff.
1 whale boat, (not in use.)
1 pier for landing passengers and coal.
Store-house on pier.
A frame, 50 by 40 feet, (not complete,) for building on pier.
4 one-horse carts and harness.
2 mules and 2 horses.
Tools in use on pier—72 shovels, 4 picks, 30 crowbars, 4 drills.
55 wheelbarrows.
1 grindstone.
4 axes.
1 large iron buoy.
1 large iron chain.
1 anchor.
1 wooden water boat, (not in use.)
1 chain.
About 300 crib logs not paid for.
About 4,000 feet (board measure) of pine lumber.
About 23,000 feet (board measure) cedar plank, not paid for.
The hulk Heva, (sunk at pier.)

Anchor and chains.
The coal hulk Damascus.
2 chain cables and 3 anchors.
1 steam engine.
4 boats.
1 lighter in good order.
12 wheelbarrows.
1 cooking stove.
3 dozen shovels.
6 water casks.
Coal on Damascus, 500 tons.
Coal on shore, 235 tons.
Coal at Realejo, 700 tons.
Coal at Salinas bay, sunk in ship Frances Depenau, 700 tons.
A quantity of blasting powder.
6 office books.
2 reams letter paper.
2 reams cap paper.

GEORGE FITZGERALD, *Agent.*

Inventory of real estate and other property belonging to the Accessory Transit Company at Virgin bay, February 1856.

Real estate.

Building used as company's office, with shed, stable, &c. Building used as carpenter's and blacksmith's shop and store room. Small building occupied by mechanics in employ of the company. Wharf now in progress.

Furniture and books in office.

1 large iron safe.
2 desks, 1 with pigeon holes.
1 box ditto
1 letter press.
1 pair gold scales.
3 mail bags.
2 large maps.
Books of accounts and records since February 20, 1854.

Miscellaneous articles in office building and store rooms.

In shed adjoining stable.

1 road scraper.
3 iron buoys.
1 lot of rosin, (about 300 lbs.)
1 small anchor.
2 lots of old canvass, useless.
16 specie nets.
1 lot floor and roof tiles.

In baggage and freight shed.

50 specie nets.
1 lot of old rope.
1 coil of new do.
1 carpenter's work-bench.
1 lot of old lumber, amount 50 feet.
4 bars iron.
1 tarpaulin.
1 small boat rudder.

In office building.

4 tables.
8 common chairs, (native.)
1 marine clock.
1 platform scales.
40 specie nets.
1 glass globe lamp.
14 ditto small.
1 tin lamp.
1 tin lamp feeder.
1 candlestick.
1 large globe lamp.
2 cotts—1 broken.
1 American flag.
Lot brass bolts for doors.
Lot of twine.
Lot of hardware, (in back room.)
1 table and desk.
Lot paint pots.
1 broken axe.
2 kegs nails, nearly full.
1 cross-cut saw.

Articles in store room in blacksmith's shop.

2 carpenter's tool chests.
50 planes.
20 handles for chisels.
15 blades for ditto.
15 bits for moulding planes.
3 squares.
20 locks without keys.
10 half round files.
2 screw-drivers.
1 screw-wrench.
2 adzes.
96 bits, (for brace)
1 pair dividers, (not found.)
1 pair tweezers.
34 augers.
5 brass cocks.
3 machett blades.
14 chisels.
3 broad axes.
2 drawing-knives.
3 iron squares.
3 grubbing hoes.
14 handles.
6 gauges.
6 gross screws.
2 buck saw blades.
1 bar solder.
1 soldering iron.
2 ploughs.
2 road-scrapers.
1 carpenter's tool box, already mentioned.

aws.
bolts.
and 3 single blocks.
pit saw handles.
powder cans.
ails, nearly full.
n maul.
tone.
eelyards.
ntaining slats for blinds.
iron and 1 lot of spikes.
lts.

Agent's apartments.

d pillows.
rs.
s.
ottomed chairs.
n bedsteads.
.

3 washstands.
1 iron safe.
4 small tables.
6 tumblers.
1 water jug.
2 looking glasses.
3 pitchers.
2 washbasins.
2 iron bedsteads.
2 large candle shades, (glass.)
A quantity of stationery, &c.

Copies of letters received and written since February 20, 1854, at this agency.
5 books of accounts and records, (old)

Near the wharf and back of the company's office.

217 cords of wood for steamers.
1,000 logs for wharf.

ory of property belonging to the Accessory Transit Company on Transit road, February 16, 1856.

able, and shed for carts.

, one now working on pier at San

arts with harness.
arrows, nearly used up.
arrows, new.
ls, old.
s, new.
.

irs.
e axes, of no use.
as.
hammers, 2 sent to San Juan.
ican axes.
pail.
comb and brush.
of lime.

Carpenters' tools.

2 hammers.
1 adze.
1 hand axe.
2 marking brushes.
1 broad axe.
1 brace and 2 bits.
2 iron squares.
1 pair pincers.
4 chisels.
1 oil-stone.
1 screw-driver.
1 spokeshave.
1 drawing-knife.
1 pair dividers.
1 gross 1½-inch screws.
1 2-inch auger.
1 try-square.
1 buck saw.
1 tool chest.

C. CUSHING, *Agent.*

ory of property appertaining and belonging to the Punta Arenas Agency Transit Company.

teamboat, engine and boilers complete, known as the Carlos	$70,000
teamboat, engine and boilers complete, known as the Virgin	45,000
teamboat, engine and boilers complete, known as the tral America	20,000
latter steamer is without furnace.	
tern-wheeled steamer, known as the J. Ogden	30,000
tern-wheeled steamer, known as the C. Morgan	30,000
tern-wheeled steamer, known as the J. L. White	5,000
tern-wheeled steamer, known as the H. L. Bolwere	5,000

One stern-wheeled steamer, known as the Colonel Wheeler -	$30,000
One stern-wheeled steamer, known as the J. N. Scott - -	30,000
One stern-wheeled steamer, known as the E. L. Hunt - -	10,000
One stern-wheeled steamer, known as the H. L. Routh -	10,000
One stern-wheeled steamer, with boiler and engine complete, now ready for launching at Point Arenas - - -	20,000
One engine, Ometepe, her remains - - - - -	17,000

Launches and Lighters.

One iron launch at Virgin bay - - - - - -	1,000
One iron launch at Ometepe island - - - - -	1,000
One wooden launch at Virgin bay - - - - -	500
One wooden hull, formerly steamer Director - - -	100
Two yawl boats at Virgin bay - - - - - -	100
Five wooden launches, sharp forward and square stern, without decks - - - - - - - - - -	500
Two wooden launches, sharp forward, and square stern, with decks - - - - - - - - - - -	2,000
Two square lighters - - - - - - - - -	400
One large launch or skiff, not zinced - - - - -	200
One large launch, sharp forward, and square stern, decked over - - - - - - - - - - -	300
One iron water-boat - - - - - - - - -	6,000
One wooden water-boat - - - - - - - -	200
One iron hull, formerly steamer Clayton - - - -	1,000
One coal heap at Punta Arenas - - - - - -	500
Two yawl boats at Punta Arenas - - - - -	100
Two small rowing boats - - - - - - -	100
Two canoes fitted for rowing - - - - - -	60
One canoe without - - - - - - - - -	10
One zinc boat - - - - - - - - - -	50
One clinker-built yawl - - - - - - - -	20

Houses, sheds, &c.

One large wood-shed at Ometepe island - - - -	500
Two woodsheds at Savalo river - - - - - -	500
One woodshed below Savalo river - - - - -	100
One large car-house at Castillo - - - - - -	4,000
One office-building at Castillo - - - - - -	4,000
Two wharfs and one railroad track, above and below the Castillo Rapids - - - - - - - - -	10,000
One large woodshed at Point Arenas - - - - -	1,000
One small building used as vegetable store at Punta Arenas,	250
One small building used as beef store at Punta Arenas, -	250
One building used as store at Punta Arenas, - - -	500
One small house for use of washerwoman at Punta Arenas, -	100
One kitchen at Punta Arenas, - - - - - - -	100
One house used as dining and sleeping room, - - -	500

ouse used as office, sleeping apartments and machine p, - - - - - - - - - - - -	$2,000
ouse, or shed, used as building house, - - -	4,000
hed used as blacksmith shop, - - - - - -	200
hicken coop, or house, - - - - - - -	50
lwelling houses, - - - - - - - - -	2,000

Various articles at Punta Arenas, &c.

on boilers used as water	$3,230 00
m water tanks.....	40 00
boiler, 1 engine attached, l).....	500 00
engine (square cross head) rly belonging to steamer tor.....	7,000 00
lathe with cog-wheels, &c.	250 00
hand lathe.....	50 00
iron punch.....	250 00
iron punch.....	50 00
oiler-iron shears.....	250 00
iron roller.....	200 00
astings belonging to an old ng machine.....	500 00
astings belonging to an old ill.....	200 00
wooden horses for portable timber and plank for same.	100 00
y for hauling out steamers, rabs, windlasses, and tack-nplete, and one shed over	5,000 00
, with shed, (small).....	200 00
used for keeping tools,)..	100 00
well house.....	50 00
blacksmith's tools in shop.	1,000 00
machine shop tools.....	1,000 00
est, containing carpenter's	50 00
ard coal, more or less...	450 00
soft coal, more or less....	120 00
iron, copper, sails, rope..	2,000 00
and 10 chairs.....	100 00
ry and books in office...	200 00
anchors and chains.....	200 00
anchors.....	20 00
g anchor and chains off bay.....	500 00
afes.....	300 00
.....	50 00
feet lumber, more or less.	3,000 00
lbarrows.....	24 00
wooden frames, doors, &c.	100 00
tones.....	20 00
hingles.....	250 00
barrels beef.....	100 00
barrels pork.....	100 00
barrels flour	150 00
ls bread.....	150 00
barrels mackerel	100 00
s butter.....	420 00
4 barrels sugar	$150 00
4 barrels molasses	100 00
3 barrels vinegar	45 00
4 barrels rice.....	80 00
4 barrels beans	48 00
2 half barrels split peas	10 00
2,000 pounds white lead.....	250 00
6 boxes pepper	12 00
2 boxes salt	4 00
10 boxes claret	50 00
1 barrel whiskey.....	40 00
1 barrel gin	50 00
3 boxes mustard.....	3 00
10 boxes catsup	40 00
1 box sauce.....	10 00
4 dozen pails and buckets.....	15 00
1 box sardines.....	25 00
5 kegs lard.....	40 00
2 barrels potatoes.....	12 00
2 barrels vegetables.....	12 00
Lot crockery in use, plates, cups, saucers, tumblers, &c.....	200 00
Lot tinware, saucepan, &c.....	100 00
2 half barrels dried fruit	20 00
2 boxes raisins.....	8 00
200 pounds red lead.....	20 00
100 pounds black lead.....	12 50
1 box verdegris.....	10 00
3 barrels paint oil.....	240 00
5 barrels lamp oil.....	300 00
5 barrels spirits turpentine.....	100 00
1 barrel tallow	15 00
Contents one small room in machine shop, containing hammers, axes, axe handles, axes rubber, waste, &c.....	400 00
5 boxes cider.....	25 00
4 dozen brooms	5 00
5 dozen scrub brushes	5 00
20 kegs nails.....	50 00
2 bales felt.....	30 00
5 boxes zinc.....	250 00
5 barrels tar.....	25 00
3 barrels pitch.....	15 00
900 cords wood, on San Juan river, more or less, with sheds under which most of the wood is piled.....	5,400 00
500 cords wood on Ometepe island, more or less	3,500 00
20 head swine.....	100 00
7 dozen fowls.....	56 00
6 cots and mattresses	12 00

B No. 5.

NEW YORK, *March* 17, 1856.

SIR: The Walker government in Nicaragua have, by what they call a decree revoked the charter of the Transit Company, of which I am president, and seized all our property, (on the isthmus,) amounting in value to nearly one million of dollars.

The reasons assigned for the acts of forfeiture and seizure by the decree itself, are: *first*, that the company were indebted to the State, and denied such indebtedness; *second*, that the company refused to submit the dispute to arbitration as provided by the charter.

Both statements are utterly false and mere pretext for the outrage. The company have not ceased trying for a long time to settle the claim preferred by the State, and have repeatedly offered a large sum—more than was due—for the sake of peace. Finding their efforts unavailing, they have from time to time requested and insisted that the State should appoint commissioners to settle the controversy, as provided for in the charter.

At length the Chomorro government sent agents here to settle matters with us, either by negotiation or arbitration. This was also at the earnest request of the company, and the commissioners arrived in the spring of 1855. They claimed against the company about thirty-five thousand dollars, when not half that sum was due. To effect a settlement, however, the company offered thirty thousand dollars, which not being accepted, they insisted on the appointment of commissioners or arbitrators.

The agents of Nicaragua thereupon appointed Mr. Phelps and Mr. O'Reilley, and the company appointed Mr. F. B. Cutting and Mr. N. H. Wolfe. After these appointments, news reached us of partial successes in the revolutionary party in Nicaragua, and the agents were not receiving instructions from their government. Matters remained without further action until the arrival of Colonel French, *who had full powers to settle the claim of the State.* He was at once informed that the matter was in the hands of the commissioners or arbitrators. To get it out of their hands he proposed to revoke their appointment in writing.

The company then told the colonel to get any accountant he wished and proceed to the examination of their books, and they would pay whatever was found due.

This he promised, but did not fulfill, assigning as a reason, that since his government forcibly took a bag of gold from the company's lake steamer, amounting to twenty thousand dollars, they could not be indebted much, if at all, to the State. He then proposed to send emigrants to Nicaragua in the company's steamers at twenty dollars per head, the amount to be charged to the State, admitting that the State would then be indebted to the company, and that the whole matter could be settled thereafter.

The company agreed to take emigrants at that rate, provided they were not organized military bands, and did not propose to go with a a man to enlist as soldiers.

They did take such emigrants, but always on the positive assurance of a peaceful intent, to the number of about one thousand.

After this had been done, the Walker government sent to the company a copy of a decree, to the effect that a claim of the State, past and prospective, had been assigned to Messrs. Glenton and Manning, to secure to them the payment of one hundred and sixty thousand dollars, and directing the company to settle with them. Prior to this the powers of Colonel French to settle were revoked.

This is the short history of the matter, and shows that the positions of Walker are false, and were known to him to be so.

The powers of the arbitrators mutually appointed by the State and the company have not been revoked, as Colonel French did not send the promised writing, and whatever claim the State had for the past and the future was assigned to third parties before the seizure of our property.

The company, when negotiating for the charter, desired to avoid a settlement of disputes with the State by litigation, and to protect their property from acts of seizure, and for this purpose caused a clause to inserted that "*every dispute or controversy* between the State and the company" should be settled by arbitration, and that the decision of the arbitrators should be "final, binding, and without appeal."—(*See article* 33 *of the charter*.)

The arbitrators, or commissioners, have been appointed, their powers are unrevoked, and yet we are charged with a refusal to appoint them.

I hope you will turn the subject over in your mind whether or not this is a proper subject for our government's interference to protect the rights and property of her citizens.

I will endeavor to see you at the earliest moment in my power.

Very respectfully, your obedient servant,

C. VANDERBILT, *President*.

Hon. WILLIAM L. MARCY,
Secretary of State, &c., &c., &c.

Mr. Wheeler to Mr. Marcy.

[No. 45.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, March 17, 1856.

SIR: Important events have transpired since I had the honor to advise you "of the actual condition of affairs" in this republic.

About a month since, a commission was dispatched to Costa Rica, for the purposes of establishing good correspondence between the sister States.

The commissioners were rejected with scorn, and ordered to leave the country.

The president of Costa Rica (Juan R. Mora) issued on the 1st instant his proclamation against the authorities of Nicaragua, and on

the 11th instant the president of Nicaragua, by a decree, declared war against Costa Rica, and the troops of Nicaragua are now *en route* to that State.

Copies of these documents are herein enclosed, marked A, B, as also the address of the general-in-chief, marked C.

This republic is rapidly filling up with emigrants from the United States.

Many capitalists, merchants, farmers, mechanics and laborers arrived in the last steamers from New Orleans, New York, and California; some with flour mills, others with saw mills and other machinery.

Four hundred men also came who joined the Nicaraguan army, which increases it to 1,300 rifles of the foreign aid.

I have the honor to be, your faithful servant,

JOHN H. WHEELER.

Hon. W. L. MARCY,
Secretary of State of the United States, Washington.

A.

REPUBLIC OF NICARAGUA, GENERAL DEPARTMENT,
Granada, March 10, 1856.

His excellency the president has been pleased to issue the following decree:

The provisional president of the republic of Nicaragua to its inhabitants:

Whereas armed forces of the republic of Costa Rica, stationed in the department of Guanacaste, threaten the tranquillity of Nicaragua, and especially in the department on the southern frontier, produce disquiet and emigration, growing out of the constant alarms and threats which assail the people of said department—

Therefore, in the exercise of his powers, he decrees:

ARTICLE 1. The department of the south, conterminous to that of Guanacaste, is declared to be in a state of war. All its inhabitants are bound to take up arms, whenever thereunto required, for the defence of the honor of Nicaragua and of the integrity of its territory.

ART. 2. All persons giving assistance to the enemy, or entering into hostile communication with him, verbal or written, shall be tried by military process, in conformity with martial law.

ART. 3. The authorities, civil and military, of the districts, are invested with the power of enquiring into the acts mentioned in this decree. They shall report thereon, with a summary statement of their proceedings, to the superior military authority and advise the supreme government of their having so done.

ART. 4. The general-in-chief of the republic is authorized, by all means which he may deem necessary and proper, to sustain the dig-

nity of the government of Nicaragua, outraged and threatened by the republic of Costa Rica.

Given in Granada on the 13th of March, 1856.

PATRICIO RIVAS.

To the PREFECT OF THE DEPARTMENT OF ———.

In pursuance of supreme orders, I transmit this decree for your information, and for publication and circulation among the localities under your command. In hopes that it will be received.

FERRER.

To the MINISTER GENERAL.

NOTE by Department of State.—A translation of this document will be found in paper E, accompanying Mr. Molina's note of the 8th April, 1856, *post*.

B.

[Translation.]

REPUBLIC OF NICARAGUA, GENERAL DEPARTMENT,
Granada, March 12, 1856.

The S. P. E. has been pleased to issue the following decree.

The provisional president of the republic of Nicaragua to its inhabitants:

Inasmuch as the government of the republic of Costa Rica has unjustly refused to recognize the government of Nicaragua, interfering in the interior affairs of the latter; inasmuch as said government has outraged the dignity of the government which now rules the destinies of Nicaragua, in rejecting the friendly mission of last month for the purpose of establishing a fraternal alliance, and, what is more, by calling on that account its inhabitants to arms, through its offensive proclamation dated the 1st instant; therefore the government of Costa Rica is responsible for all the evils which are about to be inflicted by its strange conduct and unjust proceedings; therefore the government, in the exercise of its powers, decrees:

Article. War is declared against the government of Costa Rica, and, consequently, Nicaragua is not responsible for the evils which may be produced by this declaration, for the reasons above stated; and in consequence of such declaration being made, for the object of vindicating her honor and other rights appertaining to her.

Given at Granada, March 11, 1856.

PATRICIO RIVAS.

To the PREFECT OF THE DEPARTMENT OF ———.

And, by supreme order, I enclose the same to you for your information, and in order that the same may be published and circulated among the people under your control, the fulfilment of which you will notify accordingly.

FERRER.

To the PRINCIPAL MINISTER.

C.

TO THE PEOPLE OF CENTRAL AMERICA.

Invited to Nicaragua by the democratic party of the republic, the American force under my command has steadily struggled to carry out the principles for which the revolution of 1854 was undertaken. In order, however, to consolidate a general peace, we were willing to bury past differences and endeavor to amalgamate the two parties into one. For this purpose we have, since the treaty of October last, held in check our old friends the democrats, and have attempted to conciliate the men formerly attached to the government of Estrada.

With the same view the provisional government of Nicaragua, although differing in ideas and principles from the governments of the other States of Central America, attempted to establish frank and friendly relations with the neighboring republics. Our overtures of peace have been rejected. Our propositions of friendship have been not only disregarded, but treated with scorn and disdain. Contempt and contumely have been returned for the amicable messages we sent to the other governments. The only reason given for such conduct is the presence of American forces in the State of Nicaragua.

The self-styled legitimist party of Nicaragua has repulsed our efforts at conciliation. They have maintained communications with their fellow-serviles in the other States. They have, by all means in their power, attempted to weaken the present provisional government, and have given aid and encouragement to the enemies of Nicaragua outside of the republic. In this condition of affairs, nothing is left for the Americans in Nicaragua but hostility to the serviles throughout Central America. A very large proportion of the so called legitimists of this State are either open or secret enemies to our presence on this soil. They owe us for the protection they have had for their lives and property; they have paid us with ingratitude and treachery.

Against the servile parties and servile governments of Central America the Americans in Nicaragua are bound, by the common law of self-protection, to declare eternal enmity. Our proffered friendship has been rejected. We can only make them feel that our enmity may be as dangerous and destructive as our friendship is faithful and true.

The troops of the army of the republic of Nicaragua will assume and wear the red ribbon.

By command of WILLIAM WALKER,
General Commanding-in-chief.

PH. R. THOMPSON, *Adjutant General Nicaraguan Army,*
Headquarters, Granada, March 10, 1856.

Mr. Wheeler to Mr. Marcy.

No. 47.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, March 31, 1856.

SIR: In order to keep my government well advised of the actual ondition of affairs in this country, I would state that, by a decree of he supreme government of the 18th instant, Don Sebastian Salinas vas appointed minister of foreign relations; General Maximo Jerez, var; Don Fermin Ferrer, treasury, (or hacienda;) Don Francisco Baca, public credit.

The seat of government, from sickness and other causes, has been transferred from Granada to Leon, where the president and cabinet now are.

I returned from Leon last week, and as soon as my feeble health allows I shall go back.

By a decree also of the supreme government, dated 19th instant, primary elections are ordered under the constitution in the several districts by the people, to elect a supreme director, senators, and members of Congress. Elections to be held on the second Sunday (13th) of April next. The Congress is directed to meet at Managua on the 25th of May next. Enclosed are copies of these decrees, marked A, B.

I hail this first act of the new cabinet as one of great propriety, one which I have advocated, as it will freely express popular approval or disapproval of the present condition of political affairs in Nicaragua.

This State is now daily receiving acquisitions of men, of property, talent, and enterprise. The interference of English arms and gold may for a moment retard their success.

I have the honor to be, very respectfully, your faithful servant,
JOHN H. WHEELER,
Minister Resident.

Hon. WILLIAM L. MARCY,
Secretary of State United States, Washington.

Mr. Wheeler to Mr. Marcy.

[No. 49.] LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, April 17, 1856.

SIR: In order to keep my government well advised of the actual condition of affairs in this country, I regret to inform the department that the war still rages between this government and the republic of Costa Rica.

I enclose, marked A, an official bulletin of "John R. Mora, president of the republic of Costa Rica, general-in-chief of the army marching to Nicaragua," declaring *death to all fillibusters*, and on said bulletin is a *list of prisoners shot on the 25th* ultimo.

A bloody battle between the two contending forces occurred at Rivas on the 11th instant.

The President of Costa Rica, with Baron Burlon, commanded about two thousand men, strongly fortified; these were attacked by the forces of Nicaragua, commanded by General Walker, with about five hundred American rifles and four hundred and fifty native troops. The battle lasted seventeen hours, when the Costa Rican army left the place; losing their cannon, and leaving their dead and wounded, from 300 to 500 of their troops. The loss of Nicaragua was also severe.

I regret that the conduct of the forces of Costa Rica is such as violates every rule of civilized warfare; that without mercy they fall upon unarmed American citizens and murder them without discrimination; (see affidavits of Charles Mahoney, of Aaron B. Cooley, and the statement of Judge Cushing.)

As matters stand, it is doubtful whether any American of any character or position is safe, if he should fall into their hands. Their conduct places them beyond the pale of civilization, and they do not deserve the name or reputation of a government.

Such conduct induced me to send my flag, with a special messenger, to the president of Costa Rica, with copies of the testimony taken in the case (which may be implicitly relied on) and a letter from me in Spanish and English; a copy of which I enclose, marked G.

I hope that the tenor and tone of this letter will meet the approbation of the President and the department. If it is decided and strong, it is more than justified by the facts and circumstances. The messenger has not returned in time for this dispatch, and it is predicted that he never will.

I have written to the commodore of the home squadron, or of any national ship-of-war at Havana, to meet me at San Juan del Norte "to protect our merchant vessels from illegal seizure and pillage, and afford an asylum to our citizens who wish to escape from scenes of violence and bloodshed." Be so good as to repeat this requisition to the Secretary of the Navy.

I am happy to say, from authentic information, that the rest of the States of Central America will not aid Costa Rica in this war. The commissioners sent by Nicaragua to San Salvador, Honduras, and Guatemala have been well received, and assurances of neutrality have been given by them. But no confidence can be placed in these people; if Costa Rica should gain any decided advantage (which is an event I do not anticipate) they would aid her.

If my report be believed, I would recommend the immediate dismissal of Mr. Molina, as representing a government unworthy to be classed among civilized nations.

I learn incidentally that the president and cabinet have appointed Señor Augustin Vijil, a distinguished ornament of the church, of great learning and virtue, a native of this place, as minister plenipotentiary to the United States. I have known him ever since I have been in this country, and doubt not that he will make a faithful representative of his nation, and an acceptable member of the diplomatic corps. I learn, too, that he leaves this city in a few days for Washington.

As the direct communication is suspended between New York and San Juan del Norte for the present, be so good as to instruct the dispatch agent at New York to forward all matter for this legation to Aspinwall, care of United States consul; and thence to San Juan del Norte, care of the United States commercial agent.

Your last dispatch is No. 20; 18 and 19 missing, as also any sent since No. 20.

I have the honor to be, very respectfully, your obedient servant,

JNO. H. WHEELER,
Minister Resident of the United States of America near the republic of Nicaragua.

Hon. W. L. MARCY,
Secretary of State of the United States, Washington.

COPY OF DECREE MARKED A.

Juan R. Mora, president of the republic of Costa Rica, general-in-chief of the army marching to Nicaragua:

All the fillibusters taken with arms in hand will be subject to all the rigor of the law, which in this case is death.

But all the fillibusters who have not used their arms against this republic, and give up out of free will their arms and persons to officers of the Costa Rican army, shall be pardoned.

JUAN R. MORA.
RAFAEL G. ESCALANTE,
Sub-Secretary of the Department of War.

Mr. Wheeler to Mr. Mora.

LEGATION OF THE UNITED STATES OF AMERICA,
NEAR THE REPUBLIC OF NICARAGUA,
Granada, April 15, 1856.

SIR: The enclosed statement shows me a state of facts, which you are already aware of; that on the 7th instant unarmed and inoffensive citizens of the United States were cruelly butchered at Virgin bay, by the troops under your immediate command.

I have also seen your proclamation, that all persons taken with arms in their hands shall be immediately shot, and another that all American citizens shall be immediately driven out of Nicaragua and Costa Rica.

To prove the sincerity of your first proclamation, you append a list of persons, who were taken prisoners at Santa Rosa, and shot on the 25th ultimo. Among them I find the names of Isaac A. Rose, and John J. Gillin, natives of the United States.

I have no right, and certainly no disposition, to interfere in any way with the unhappy war now *raging* between two sister republics. But it is *my right, as well as my duty, to* inform you, as the chief

magistrate of Costa Rica, that the acts of murdering in cold blood unarmed American citizens, who are in nowise connected with any belligerent act, or party, is an offence against the laws of God, of humanity, and of nations.

This offence is no less aggravated by the fact, that these troops who committed so wanton an outrage were under your immediate command, that you were on the ground and did not prevent it, as it was in your power to do.

I would remind you of the letter of Mr. Molina, the envoy extraordinary and minister plenipotentiary of your government near the government of the United States, dated Washington City, 13th December, 1854, to the Secretary of State of the United States, wherein he states that "the laws of Costa Rica are exceedingly liberal, (on the subject of granting lands to foreigners,) and afford great facilities to immigrants who would come to Costa Rica and fix their residence there."

The treaty between the United States and Costa Rica, made in 1851, in the 12th article, guarantees to citizens of the United States, residing in Costa Rica, in their persons and property the protection of your govment.

Under these inducements and guarantees, citizens of the United States have come and settled. What excuse can be offered, or how will you appear in the eyes of the world, when you publish a proclamation expelling these same persons without being guilty of any crime, and murdering them without any mercy?

In the name of the people of the United States, and of the government thereof, I protest against such infamous conduct; and be assured, sir, that the government of the United States, aided as you may be by insidious and powerful allies, will inquire into such acts of lawless violence, and if unexplained and unatoned for, will take decided measures to protect the lives of our citizens and vindicate the honor of the nation.

Rumors have also reached me that some fourteen or eighteen American citizens, four ladies, (one with an infant,) were recently murdered by your troops at Virgin bay.

I am slow to believe so diabolical an outrage.

John B. Lawless, esq., the bearer of this, is instructed to inquire, in the name of the United States, for this legation, into the facts touching this rumor.

I send him with my flag with this dispatch, and I pray that you give him a safe conduct through your lines, and a prompt reply to

Your obedient servant,

JOHN H. WHEELER,
Minister of United States of America.

His Excellency JOHN R. MORA,
President of Republic of Costa Rica,
General-in-chief of the army marching to Nicaragua,
in camp at Rivas, Nicaragua.

Affidavits of Mahoney and Cooley.

REPUBLIC OF NICARAGUA, *Granada:*

This day came before me Charles Mahoney, a native and citizen of e State of Pennsylvania, aged thirty-three years, who, being duly rorn, saith: That he has been, for the last four years, in the employ the Transit Company, on the Isthmus, as an engineer, and as such as employed as superintendent for building the wharf at Virgin Bay; at on Monday morning, the 7th day April, 1856, the army of Costa ica, headed by John R. Mora, the president of Costa Rica, entered id Virgin Bay. This deponent was standing in front of the office of e Transit Company, in company with Aaron B. Cooley and John rown, employés of said Transit Company; also, the troops of Costa ica immediately surrounded the office, and an order to fire was given by e officer in command, when at least one hundred shots were fired; ree of the balls struck this deponent, but not wounding him severely, d killed *Peter Malone*, a citizen of New York, a stone quarrier in rvice of the Transit Company, aged about sixty years old.

2. *Michael Long*, also a citizen of New York and in service of ransit Company, aged about twenty-two.

3. *Thomas Walsh*, also a citizen of New York and in service of the ransit Company, aged twenty-two years.

4. —— *Wilson*, a native of Easton, Pennsylvania, and in service of e hotel of John Mylard, a carpenter by trade, aged twenty-six years.

5. *A lad*, native of New York, about sixteen; (name not known.)

6. *Thomas Hannegan*, a native of New York, in the service of the ransit Company, aged seventeen.

7. *Thomas Loydd*, citizen of New York, and in the service of the ransit Company, aged forty.

8. —— *Ladd*, citizen of California, owner of saw mill, aged forty-ve.

9. —— *Kenan*, citizen of Pennsylvania, aged thirty; all of whom lied immediately (except Long, who lived eight or ten hours) from he effects of said shots; also Michael Rutchford, a citizen of Jersey City, was wounded; and another man, unknown to this deponent, attached to Mr. Ladd's saw mill. None of these persons killed or wounded had any arms or made any resistance of any kind whatever. The forces then broke open the doors of the house, broke open trunks, and robbed the dead persons and others of money and valuables, watches and jewelry.

On the following morning the steamer Virgin came into the harbor, and this deponent was sent by an officer to request the captain to come ashore, which he did, and remained on board, and leaving the forces of Costa Rica in Virgin Bay, and came with the steamer to this place.

The conduct of the Costa Rica troops was barbarous and savage, for after the unarmed persons were shot, and lay gasping for life on the ground, they brutally stabbed the wounded through and through many times with bayonets and swords.

This deponent has heard *since he left Virgin Bay* that all the

American citizens left resident in Virgin Bay, including four ladies and one infant, have been also murdered by the Costa Rica troops; but as there has been no communication since, he cannot testify to its correctness; and he verily believes that the lives and property of all American citizens are in imminent peril and imperiously demand the protection of the United States.

He further states that he does not believe the life of the American minister is safe at this time.

C. MAHONEY.

Signed and sworn to before me, this 15th day of April, 1856,
JNO. H. WHEELER,
U. S. Minister, resident.

I, Aaron B. Cooley, native and citizen of New Jersey, aged 38 years, was present with Mr. Mahoney at the attack on the American citizens at Virgin Bay, and have read over the statement, and I solemnly swear that my own knowledge confirms the facts of said statement in every particular.

AARON B. COOLEY.

Signed and sworn to before me, this 15th April, 1856.
JNO. H. WHEELER.
U. S. Minister, resident.

Testimony of C. Mahoney continued.

REPUBLIC OF NICARAGUA, *Granada:*

In addition to his former testimony, made this day, Charles Mahoney appeared before me and testified, that in addition to the murder and robbery by the troops of Costa Rica, at Virgin Bay on the 7th inst., they set fire to the wharf built by the Transit Company, of which said Mahony was engineer, erected at an expense of one hundred and twenty thousand dollars, and it was completely destroyed by them.

The forces of Costa Rica have now the possession of the Transit route on this Isthmus, and the officers have declared that they are determined to exterminate every American now in the country; and in this intention they were sustained by the authorities of England and France, from whence they could procure and had procured material aid as to guns and ammunition.

C. MAHONEY.

Sworn to and subscribed before me this 15th April, 1856.
JNO. H. WHEELER.

Mr. Molina to Mr. Marcy.

[Translation.]

WASHINGTON, *April* 8, 1856.

e nationality of the government and the independence of the e of Nicaragua having been destroyed by the pirates who sailed the coasts of the United States, and in the month of October ucceeded in taking possession, by surprise, of the power of that lic; the other Central American States being threatened with ame ignominious yoke of those, who, in the insolent intoxication umph, have not hesitated in declaring, in language evincing the insulting contempt for Central Americans, their well-known se of establishing, throughout the country, the supremacy of er race; and seeing the number of their natural and declared ies constantly and indefinitely increasing, notwithstanding the ality laws of the United States, the prompt execution of which requested in due time; peace between the republic of Costa Rica he other nations of Central America, on one side, and the usurp- nd tyrannical power, which is domineering over Nicaragua, on ther side, is no longer within the pale of possibility.

e government of Costa Rica felt this from the beginning, and quently, it abstained from all intercourse with the usurpers; it ed the inhabitants of the republic of the danger, and entered n offensive and defensive alliance with the governments of Gua- la, Honduras, and Salvador.

the meanwhile, the fillibustering power, always hostile to Costa made attempts against the possessions and other rights of the , in the Costa Rican province of Moracia, formerly called Guan- e, and having subsequently become irritated by the attitude of Rica, and enchanted at the increase of his own forces, he accre- a commissioner, worthy of representing him on account of his edents, to go to San José to ask explanations of the government s silence, notwithstanding the insidious communications which been addressed to it from Granada. The government of Costa could not fall into this snare, nor look upon the aforesaid envoy y other light than as a spy, and did not allow him to enter the lic. The fillibuster envoy returned immediately, declaring war e midst of protestations and threats.

e most excellent president of Costa Rica, having been authorized e legislative power, called the inhabitants to arms in the terms set in the proclamation of the 1st of March; and having transferred xecutive power to the vice president of the republic, Don Fran- Ma. Oreamuno, he put himself at the head of the army, and hed toward the frontier of Nicaragua, determined to defend and in the national cause, as it appears from the documents, copies of h the undersigned has the honor of enclosing, marked respect- A, B, F, E, and D.

he piratical usurpation of Nicaragua is a flagrant act of aggression nst each and all the consolidated States of the Central American ily. It is sought to extend the usurpation, and to repeat the act

of aggression, by invading the territory of Costa Rica. The gov
ment of the latter has thus found itself under the necessity of re
ing to arms in order to repel and punish the aggressors; and it r
on Providence and its right.

The undersigned, chargé d'affaires of the republic of Costa I
has the honor of communicating the foregoing to the Hon. Wil
L. Marcy, Secretary of State of the United States, declaring that
government of Costa Rica will exercise the rights of belligeren
far as its forces and means, and those of its allies, may extend.

In order to avoid the complications which the exercise of the a
said rights might occasion in future, and desirous to preserve the
relations which exist between Costa Rica and the United States
undersigned, in making this declaration to the Hon. Mr. Marcy, d
it proper to state, with candor and frankness, that the lawless con
of citizens or inhabitants of the United States has been the sole c
of this determination on the part of Costa Rica; that it was this a
which compelled the latter to undertake the war in which she i
gaged, and imposed sacrifices which she protests she will reclaim
whoever may be responsible for the same. This is seen from the
a copy of which, marked E, the undersigned has the honor of in
ing, addressed by the minister of relations of Costa Rica to the a
of the Transit Company, at Nicaragua, in view of its proximity, fo
own private information, and in order that no plea of ignorance
be alleged.

The honorable Secretary of State is aware, that after the deten
of the "Northern Light," fillibuster recruits, destined for Nicara
have continued to sail from New York, New Orleans, and San F
cisco, without any hindrance on the part of the authorities.

The undersigned, therefore, avails himself of this occasion to re
the reclamations of the 6th and 20th of December, asking for
preventive measure against the repetition of such piratical expedi
against the Central American States, which are at peace with
United States.

The war and devastation which weigh upon Nicaragua, the abs
of any legitimate authority, and the violent suspension of the tr
to California, render the only two legitimate objects—peaceful co
zation or transit—which North American expeditions could ha
view, impossible of attainment. If these excuses are alleged, *it*
irony, showing that ships loaded with passengers for San Juan
engaged in transporting recruits and adventurers, whom, it is
known, it is sought to entrap in these States, under fraudulent
mises.

The undersigned having performed his duty, by making the d
ration and intimations contained in this note, has only now to re
that the Hon. Mr. Marcy will be pleased to reply to it, with the
possible delay, in order that he may report to the government of
Rica.

The undersigned has the honor to renew to the Hon. Mr. Marc
sentiments of distinguished regard and consideration.

LUIS MOLIN.

Hon. W. L. MARCY,
Secretary of State of the United States.

A.

Juan Refael Mora, president of the republic of Costa Rica.

Whereas, the immediate deliberations of the national representatives are required by matters of serious importance, now commending themselves to the consideration of the executive authority; in virtue of the 19th power of the 77th article of the constitution, I decree:

Article 1. The excellent, the constitutional Congress are called together, in order that, meeting in session to-morrow at twelve o'clock, they may please to inquire into such matters as may be submitted to them.

Art. 2. The minister of the interior will see to the execution of this decree.

Given in the National Palace, at San José, on the 25th day of the month of February, 1856.

JUAN REFAEL MORA.
JOAQUIN BERNARDO CALVO,
The Secretary of State in the Department of Government.

A true copy.

L. MOLINA.

B.

Juan Rafael Mora, president of the republic of Costa Rica.

Whereas, the excellent, the national Congress has decreed the following:

The excellent, the national Congress of the republic of Costa Rica, with the view of meeting the call for an extraordinary session, issued by the supreme executive power of the republic on the 26th instant, decrees:

Single article.—Authority, in every form, is conferred on the supreme executive power: Firstly, by itself, or in conjunction with the allied forces of the other governments of Central America, to advance its forces against the republic of Nicaragua, to protect its inhabitants against the ominous oppression of the freebooters, and to drive them from the face of the soil of Central America; Secondly, and consequently, to adopt all such measures as may within its power to secure the end proposed.

To the EXECUTIVE POWER.

Given in the session hall at San José, on the 27th day of February, 1856.

FRANCISCO MARIA OREAMUNO,
President.
NAZARIO TOLEDO, *Secretary.*
MANUEL JOAQUIN GUTIERREZ,
Secretary.

Let this decree, therefore, be carried into execution. National Palace, San José, February 26, 1856.

JUAN RAFAEL MORA,
JOAQUIN BERNARDO CALVO,
The Minister of State in the Department of Government.

A true copy.

L. MOLINA.

C.

Juan Rafael Mora, president of the republic of Costa Rica.

Whereas, according to all the antecedents, communications, and statements, lodged in the department of government, the independence of this republic and of the other republics of Central America is jeoparded by the horde of freebooters who have taken possession of the towns of Nicaragua; and whereas, it is an urgent duty not only to defend the rights of the country here, but also to drive the common enemy away from Nicaragua and to co-operate with the allied governments in sustaining the absolute independence of Central America and the integrity of its territories; therefore, in the exercise of the powers, of every character, with which I am invested, I declare and decree:

ARTICLE 1. The republic of Costa Rica recognizes no lawful mission in the government, now self-styled as the provisional government of Nicaragua, there established by the adventurers, who tyrannize over it. She will, on the contrary, take up arms to defend the natives of her neighboring and sister republic from the portentous oppression and bondage in which she is held by our enemies, even to their expulsion from the soil of Nicaragua and that of the whole of Central America.

ART. 2. With this important object the army of the republic shall be immediately set in motion, and both the Costa Ricans and the Central Americans, therein residing, are required to take up arms, under present circumstances, and afford every assistance that may be necessary to restore the nationality of Nicaragua and secure the independence of Central America.

ART. 3. Each and every person directly or indirectly assisting the enemy in the way of provisions, horses, arms, or of any other appliance, or placing himself in communication with said enemy, giving

him information or circulating false statements, or in any other manner obstructing the action of the executive or of any of his divisions, or refusing the authorities any of the means which the government may require for the campaign, shall be liable to the penalties provided by law against such misdemeanors, and, by the fact itself, be amenable to all the rigor of military ordinances.

ART. 4. All the authorities of the provinces, cantons, or districts, are held to the strictest obligation to provide such means as the government may require to subsist the army through the campaign now preparing; and the people of the settlements are required to furnish without delay the supplies of every nature which may be demanded of them.

ART. 5. In other respects the supreme authorities of the republic, as well as the tribunals, corporations, and officers, whether superior or subaltern, shall continue in the free exercise of their functions, in conformity with the laws.

Given in the national palace, at San José, on the 28th day of February, 1856.

JUAN RAFAEL MORA.
JOAQUIN BERNARDO CALVO,
the Secretary of Relations and Government.
MANUEL J. CARAZO,
the Minister of Finance and War.

A true copy. LUIS MOLINA.

D.

Juan Rafael Mora, president of the republic of Costa Rica.

In the exercise of every power with which I am invested, and in view of the 6th section of the 77th article of the constitution, I decree:

ART. 1. The president of the republic of Costa Rica will command in person the expeditionary army about to march in pursuit of the freebooters, now attempting to usurp the territory and the independence and liberties of the Central American States.

ART. 2. From and after to-morrow, therefore, the president of the republic foregoes the exercise of the supreme power and commits it to the hands of his excellency the vice president, D. Francisco Maria Oreamuno.

ART. 3. The secretary of government will see to all requirements in furtherance of this decree.

Given in the national palace at San José on the 7th day of the month of March, 1856.

JUAN RAFAEL MORA.
JOAQUIN BERNARDO CALVO,
the Minister of State in the Department of Government.

A true copy. *L. MOLINA.*

E.

The president of the republic of Costa Rica to all its inhabitants:

Countrymen, to arms! The hour foretold you has come! Let us march to Nicaragua and destroy the impious phalanx which has reduced her to a most opprobrious bondage; let us march to fight for the liberty of our brothers.

They call on you—they expect you—to rise up against their tyrants. Their cause is ours. Those who despise, rob, and murder them to-day, insolently challenge us, and presume to fling around us the same bloody chains. Let us speed to burst the shackles of our brethren, and exterminate the very last of their executioners.

Ours is not a fight for a strip of land—not to secure ephemeral powers—not to achieve a wretched conquest—not to back sacriligious factions. No; we will strive to redeem all our brethren from a most iniquitous despotism and assist them in the fruitful work of regeneracy. We go to tell them: "Brethren of Nicaragua, arise! Annihilate your oppressors! Here we come to fight by your side for your country and for its liberties. Union, Nicaraguans, union! Sacrifice forever your resentments; no more fratricidal parties and discords. Peace, justice, and freedom for all; war for the freebooters only!"

To the lists, then, Costa Ricans! I march at the head of the national army—I, who exult this day in the exhibition of your noble enthusiasm—I who take pride in calling you sons. I am resolved to share with you in the perils and the glories of the fight!

Your mothers, wives, sisters, and children nerve your manhood. Under the influence of their patriotic virtues you will prove invincible. In struggling for the salvation of our brethren, we will also fight for them, for their honor, for their lives, for the existence of our cherished country, and for the independence of Spanish America!

All the faithful sons of Guatemala, San Salvador, and Honduras are marching against this horde of bandits. Ours is a holy cause and certain is its triumph. God will send victory down for us, and with victory, peace, concord, freedom, and the union of the great Central American family.

JUAN RAFAEL MORO.

SAN JOSÉ, *March* 1, 1856.

A true copy. L. MOLINA.

F.

NATIONAL PALACE, SAN JOSÉ, *March* 3, 1856.

SIR: The government of Costa Rica, in concert with the other Central American governments, has resolved to fight until they shall have expelled from Nicaragua the bandits who, under favor of a fatal intestine war, have treacherously taken possession of that unfortunate country. The very authorities of the United States, as well as public *opinion,* unanimously proclaim that the steamers of the Transit Com-

pany have constantly transported these bandits to the shores of both oceans. In this posture of affairs my government gives you, as the representative of the company, public and private notice that, pending the hostilities against the invaders of the soil of Central America, the transit of the steamers plying on the river St. John and lake Nicaragua must be suspended, being ready to use all the means in its power to stop such transit, in the (not to be supposed) event that the company should contravene this notice. In this event, the government excepts against all responsibility for the consequences, however serious they be, which may result for the company or the passengers. To prevent an allegation of ignorance of this notice, I transmit a copy of it to the respective consuls of foreign governments.

God save you.

JOAQUIN B. CALVO.

To the AGENT OF THE NICARAGUA ACCESSORY TRANSIT COMPANY,
San Juan del Norte.

A true copy. L. MOLINA.

Mr. Marcy to Mr Molina.

DEPARTMENT OF STATE,
Washington, April 25, 1856.

The undersigned, Secretary of State of the United States, has the honor to acknowledge the receipt of the note of Mr. Molina, chargé d'affaires of Costa Rica, of the 8th instant, with the accompanying papers, stating the views and declaring the policy of his government with reference to the existing state of affairs in Nicaragua, and reflecting upon what he pleases to call the lawless conduct of citizens and inhabitants of the United States.

If the undersigned has not misunderstood the purport of Mr. Molina's note, it reflects upon the good faith of the United States in regard to their neutral relations, not only with Costa Rica, but the other Central American States. Mr. Molina must be aware that so grave a charge as this, affecting so directly the honor of the United States, should not have been lightly made, or presented without adequate proof to sustain it. That persons, formerly citizens or inhabitants of the United States, are now found among the enemies of Costa Rica, or any other of the Central American States, does not at all sustain such a charge. The right of expatriation is not, I believe, withheld from the citizens of any free government or from residents under its jurisdiction. This country has always been open to the ingress of foreigners, and those who have been free to come have also been free to go; and in respect to emigration, our own citizens are under no more restraint than foreigners who have come into the United States. The undersigned is not aware that the citizens or inhabitants of Costa Rica have not the same right of expatriation as those of the United States. The laws of neither country, it is presumed, have conferred the authority to examine into the motives which may lead any one to ex-

ercise the right of expatriation. The liberty to go where hopes of better fortune may entice them belongs to freemen, and no free government withholds it. It is, therefore, no cause of complaint against a neutral country that persons in the exercise of this right have left it, and have been afterwards found in the ranks of the army of a belligerent State; and yet it is believed that Mr. Molina has no better foundation than this for questioning the good faith of the United States.

The United States gave an early example to other nations in regard to its neutral duties, by enacting stringent neutrality laws; they certainly preceded Great Britain in legislating upon the subject. These laws have laid upon the citizens or residents of the United States such restraints as neutral obligations towards other States require, or are compatible with the spirit of free institutions. They prohibit enlistments for foreign service within the limits of the United States, or any agreement to go beyond those limits for the purpose of such enlistments; they denounce, under heavy penalties, the fitting out of privateers or the organizing any expeditions against foreign States or their territories. Mr. Molina will find it difficult to show an instance in which any other country, including his own, has done more by legislation than the United States to preserve with fidelity neutral relations with other powers. The execution of these laws is all that can be required of this government in maintaining its foreign relations.

Respect for Costa Rica, and for Mr. Molina himself, requires that his language should be so interpreted as that it will not imply the charge of connivance on the part of this government at the violation of these laws. Being resident within the country, it is to be presumed that he is not informed of the efforts which this government has been constantly and vigorously making towards discharging its obligations of neutrality, not only in respect to the belligerents of Europe, but the States upon this continent. Ministerial and executive officers have received repeated instructions to prevent the fitting out and to arrest expeditions organized within the United States for foreign military service. Numerous prosecutions have been instituted against alleged offenders, and convictions have been obtained in several instances. Whenever complaints have been made by the ministers of foreign governments, with any indication of the persons of the offenders, or specification of acts infringing our neutrality laws, prompt and vigorous proceedings have been instituted. No just cause for complaint has been shown against the officers of the United States for remissness in discharging their duties. The action of this government in this matter has been well known, and it is strange, indeed, that it has escaped Mr. Molina's particular attention, but that it has not attracted his notice is evinced by the tenor of his note of the 8th instant. While Mr. Molina was preparing his note addressed to the undersigned, and even now, prosecutions are going on against persons suspected of violating or evading the neutrality laws of the United States by recruiting men for military service in Nicaragua.

So far from being aware, as Mr. Molina assumes the undersigned to be, that "fillibuster recruits" have been permitted to sail from certain specified ports in the United States to Nicaragua "*without any hin-*

drance on the part of the authorities" of the United States, the undersigned has good grounds for believing that these authorities have been vigilant to prevent the infringement of the United States laws of neutrality, and have visited vessels bound to Nicaragua for the express and determined purpose of detecting violators of those laws. With better information on the subject, it is believed that Mr. Molina, instead of reproaching this government for remissness in enforcing its laws, would have done justice to its fair intentions and vigorous efforts to execute them.

It cannot be supposed that Mr. Molina means to make it a ground of complaint that unassociated individuals have voluntarily left the United States with intention of entering into foreign military service. Such acts are not contrary to international law. Being the representative of a free State, Mr. Molina must be aware that it is not within the competence of any liberal government to hold an inquisition into the motives and objects which induce an individual to change his country. To do that would be the exercise of most offensive arbitrary power, which no government, however absolute its character, has ever attempted to enforce upon another as a duty of neutrality.

In the controversy which this government has had with Great Britain in regard to enlistments in the United States for the British service, the right of individuals to go voluntarily out of the United States for the purpose of entering into that service has not been questioned; but the complaint against the British government is, that it has employed agents to come within the United States to hire, retain, or entice persons to go away for that purpose.

When there was reason to believe that agents from Nicaragua were in this country to recruit soldiers, prosecutions against them were promptly instituted, which are still going on. This government has instituted judicial proceedings against those agents for doing what Great Britain contends her agents had a right to do within the United States.

If Mr. Molina means to complain of the insufficiency of our laws in regard to neutrality, the reply to such a charge is that these laws are as stringent as those of any other nation. If he intends to go further, and to imply the want of good faith on the part of this government in executing them, the charge is repelled as unfounded.

It is difficult to conceive what other object Mr. Molina could have had in addressing to the undersigned the note of the 8th instant, if it was not to enter a formal complaint against the inadequacy of our laws of neutrality or our want of good faith in executing them. The President believes that Mr. Molina will consider it due to the friendly relations now existing between the United States and Costa Rica so to explain his note as to repel either inference.

The President sincerely regrets the state of hostility which now exists in Central America. He has faithfully discharged the obligations of neutrality due from this government not only to the friendly State of Costa Rica, but the other Central American governments.

Cherishing sentiments of friendship for Costa Rica, and being convinced that he had sedulously maintained the duties of strict neutrality towards that State, the President cannot withhold an expression of

the surprise which the receipt of such a note as that of the 8th instant, from its accredited diplomatic agent, has excited in his mind.

The undersigned avails himself of this occasion to offer to Mr. Molina a renewed assurance of his very high consideration.

W. L. MARCY.

Señor Don LUIS MOLINA, *&c.*, *&c.*, *&c.*

Mr. Molina to Mr. Marcy

[Translation.]

WASHINGTON, *May* 2, 1856.

The undersigned, chargé d'affaires of Costa Rica, pained at the charges contained in the official letter of the 25th of last month, which the Hon. W. L. Marcy, Secretary of State of the United States was pleased to address him, hastens to reply in the following manner.

The undersigned has read again, with the greatest attention, the notes which he had the honor to address to the Hon. Mr. Marcy, on the 6th and 20th of December, and on the 8th of April last, and he does not find in them any expression calculated to justify the aforesaid charges; and he has moreover the pleasure of declaring by this note, that it never was in any way his intention to criticise the municipal laws of the United States, by stigmatizing them as insufficient; nor to censure the conduct of the government or that of the authorities by imputing bad faith to them.

The undersigned is sufficiently conversant with his duties to know that either of those charges would be improper on his part; that the republic of Costa Rica, which he has the honor to represent, does not derive its right from the municipal, but from international law; and that the mission of its representative is to cultivate the best relations with the United States.

The undersigned, so far from venturing to cast the least imputation either directly or indirectly against the good faith of the government and authorities of the United States, has taken pleasure in acknowledging their efforts to enforce the neutrality laws, nor was it less remote from the intention of the undersigned to use the least expression which might have seemed personally offensive to the Hon. Mr. Marcy.

But the undersigned, on the contrary, would have deemed it an offence not to have taken it for granted that the Hon. Secretary of State was informed of occurrences which were notoriously known, and being convinced that such occurrences are in conflict with the international rights of Costa Rica, and are about to cause sacrifices both of money and blood, he could not, without neglecting his duty, avoid reproducing his reclamations of the 6th and 20th of December. Without relinguishing his right of again insisting upon this point, the undersigned will cite here, in support of his assertion, the "Daily Union," which, from the 27th of December to the 14th of March, contains notices of six expeditions of auxiliaries for the invaders of Central America. To make the government of the United States

officially acquainted with the state of war in which Costa Rica finds herself, by showing the exceptional character of that war, and the justifying reasons which the government of the undersigned took into consideration in accepting the contest which was imposed upon it as an imperative national necessity is the principal subject, especially a friendly one, of the note of the 8th of last month; and the ardent desire on the part of Costa Rica to avoid complications to cultivate the good relations subsisting with the United States, and to preserve the regard of this government, is the determining cause.

The undersigned appeals, without hesitation, to the literal expressions and to the honest meaning of his notes, and to the integrity of the Hon. Mr. Marcy, to repel the charge of having been pleased to call the conduct of the adventurers who have desolated and insulted Nicaragua, illegal. If such complacency had comported with the personal character of the representative of Costa Rica, he would have found sufficient words, much more severe, which he might justly have accumulated in designating the conduct of those whom the public calls, with perfect propriety, fillibusters.

The undersigned proposes to reply on another occasion, stating his views at length, concerning the main points of the questions contained in the aforesaid communication of the Hon. Secretary of State; and through his respected medium he has now the pleasure of presenting his best respects to his Excellency the President of the United States, and to tender to the Hon. Mr. Marcy renewed assurances of his distinguished regard and consideration.

LUIS MOLINA.

Hon. W. L. MARCY,
Secretary of State of the United States.

Mr. Marcoleta to Mr. Marcy.

[Translation.]

LEGATION OF NICARAGUA,
Washington, April 26, 1856.

The undersigned has the honor of transmitting to the Hon. W. L. Marcy, Secretary of State of the United States of America, a copy of the "*Cronica Española*" of the 23d instant, which contains the *protest* issued by the legitimate president of the republic of Nicaragua, in the city of San Fernando, on the 25th of October, 1855, as also the manifesto dated the 25th of last January, relative to the invasion of the pirate Walker and followers, with other important documents.

The undersigned is aware that said documents were addressed to him officially, and by duplicate by the secretary of state, Don Nicasio Castillo, together with other dispatches and special instructions for the occasion; but the situation and the circumstances under the weight of which the republic is and has been groaning since the invasion of the Vandals, who have hitherto restrained and stifled the expression of the national clamor and sentiment, have prevented the circulation of the mail, which, without the least doubt, has been intercepted.

For the furtherance of just ends, the undersigned hastens to communicate officially the aforesaid documents to the Hon. Secretary of State of the United States, whom he requests at the same time to be pleased to receive the assurances of his most distinguished consideration.

T. DE MARCOLETA.

Hon. W. L. MARCY,
Secretary of State of the United States.

[Translation.]

Manifesto of the legitimate president of the republic of Nicaragua, to the governments and people of Central America:

The fatal event which, towards the middle of last October, changed in an instant the political face of Nicaragua, is already a matter of notoriety. Strange as it may be, the fact is, that the stronghold itself of the place, which, but a little while before, had been able, with such limited forces, to hold out against and to triumph over more than eight thousand men, who had successively and for the space of nine months besieged and stormed it, without interruption and with the fury of desperation, was taken by surprise, without even the firing of a single gun, and by three hundred men only. Some error in the execution of the supreme orders; some carelessness on the part of subordinate officers; the ingratitude of several foreigners who are indebted to Nicaragua for a thousand attentions and benefits—forgetfulness, in short, of the sacred duties of fidelity which the native of the soil owes to his country, such have been the causes that have led to the catastrophe of the 13th. At a later period history will unravel them; all that we have to do at present is, to speak of the event and its consequences in what relates to the subsequent operations of the government. It seems very natural that the general-in-chief, D. Ponciano Corral, who, at that time, was at Rivas with more than eight hundred men, destined from the early part of September last to fight the fillibuster William Walker in that department, should have fallen upon Granada with the whole, or the greatest portion of that force, as the point which had already been definitely fixed upon for the termination of the war, and with it the settlement of the fate of the republic; but relying unfortunately upon being joined at San Fernando by four hundred men at least from among those that were there, and the division which had just triumphed at Pueblo Nuevo, he only took with him three hundred and seventy-five men, with whom he reached the aforesaid San Fernando on the 18th of the same month of October—a day on which, although, in consequence of the threats of Leon, all the troops from Managua could not arrive, there were assembled over six hundred men, already well inured to field duty and in the best condition for rushing upon the enemy. Until then everything bore a favorable aspect; the fillibusters and their allies did not yet number more than three hundred men, when the defensive line of Granada required five hundred at least.

On the very night of the 18th, the government spoke to the general-in-chief about the necessity of an immediate attack; to which he replied that he could not make the attack at once, owing to the want of indispensable information, in which state of inactivity he passed the three following days, notwithstanding his being repeatedly urged by the government, until the night of the 21st, when he received intelligence that the inhabitants of Leon, numbering eight hundred men, had attacked Managua; whereupon he resolved to send an auxiliary force of two hundred men on the morning of the 22d, without which General Martinez had already triumphed on that very night, with his force of only two hundred and fifty-four braves and three heroines of the people, who on that memorable day, and to the admiration of everybody, brought to mind the glorious times of the celebrated Joan of Arc.

Whilst this was taking place, the government was engaged in preparing a negative reply to the propositions for an arrangement made by the fillibuster Walker to the general-in-chief, confined chiefly to a recognition of himself as general-in-chief of the army of the republic, a provisional government being established. The first negative had the effect of causing the arrest, by Walker, of the very persons whose safety he had just guarantied; and the second, the assassination of the minister of state, Licentiate D. Mateo Mayorga, at early dawn, on the morning of the 22d, with the further threat, that if, by eight o'clock in the evening of that very day, a satisfactory reply was not given him, he should cause as many as ninety other persons to be shot, all of the first consideration, although he had to deal with women, not to mention the evils that would be entailed by confiscations of property, without his being responsible for the excesses that his soldiers might commit amongst the population.

Everything conspired, then, to aggravate the circumstances in which the country was placed; the culpable timidity of the great majority of honest men, who, notwithstanding their favorable inclinations, fled to the mountains in order to avoid danger, instead of repairing to the army for the purpose of cheering and invigorating it, if only with their mute presence; the criminal abjection of some towns which, instead of sustaining the government, with their arms and means, showed themselves indifferent to the great struggles of religion and country; the inhabitants of Leon attacking our forces at Managua, in response to the fraternal embrace with which General Hernandez, after his triumph at Pueblo Nuevo, had tendered them in the name of the government, with a view of effecting a fusion of all Nicaraguans against the common enemy; the absence of the two hundred auxiliaries who had been dispatched to Managua; the difficulty of securing the arrival of the other forces which were at that place; the impossibility of obtaining as soon as necessary the five hundred men quartered at Rivas; the distance at which several of the most popular and distinguished leaders of the army found themselves from head quarters; the preaching of some of the ministers of religion in favor of the fillibusters; the terror and consternation which suddenly overtook the city, in consequence of the murder of Mayorga, and the terrible threat which followed; and, lastly, the false intelligence that Walker

had increased his forces by the addition of four hundred riflemen, who had joined him on the evening of the 21st; all these circumstances, each of them of the most urgent character, and a hundred reflections, all of which conspired to present a most mournful picture of the condition of things, all seemed to unite in paving the way for a great catastrophe.

It was under such unfavorable impressions that the commissioners of Walker arrived for the third time with the ultimatum of the 22d, which had to be answered at once. Terrible struggle! One of the towns which had rendered most service to the cause of legitimacy, Granada, that heroic population, which of itself had supplied so many resources and so many arms for the support of an eighteen months' war against rebellion, those very people were to be coldly murdered and outraged on the night of the 22d if the government did not show itself pliable to the wishes expressed by the master of the place for a degrading arrangement. Cruel alternative! either to agree to a convention of peace over the innocent blood of an illustrious victim, or to witness the atrocious massacre and ill treatment of one of the principal towns of the republic. Even then the government did not hesitate, and there are many witnesses of the fact. Thoroughly persuaded that the independence, sovereignty, and liberty of the country are of more importance than the preservation of one of its towns, was firmly resolved that the place should be stormed at once, as he thus expressed it to the general-in-chief; but unfortunately this gentleman said, being backed by his major general, Don Fernando Chamorro, that, according to the last intelligence received, the rescue of the place was now impossible, and that the consequences of the loss would be terrible to the republic.

What then was the government to do in so painful and peremptory position? It was already five o'clock in the evening, and the reply must be sent to Walker by eight o'clock at night. The government being thus morally restrained in its convictions and desires, it abandoned the remedy of the position to the same general-in-chief who had caused it, investing him with power to that effect, in order that he might save the republic in the manner he thought most proper.

But for the very reason that he was obliged to act against his own will, in order to issue the decree conferring power, he subsequently issued another decree, in which, forseeing the results, he appointed plenipotentiaries with a view of duly preserving the rights of the government.*

* This is the decree: The government being desirous to secure, by every possible means, the independence, sovereignty, and liberty of the republic, which are at present seriously threatened, in consequence of Granada having been taken by North American fillibusters, and as it may happen that the sovereignty of the republic may, through some other event, unfortunately fall into their hands in virtue of the plenary powers conferred upon it by the constitution, decree of the 3d of last March, said government has determined, 1st. That the Licentiates D. José Sacaza, D. Francisco Dueñas, Colonel D. Fulgencio Vegas, Lieutenant Colonel D. Juan T. Ruiz, and D. Pedro Joaquin Chamorro be appointed envoys extraordinaries and ministers plenipotentiaries near the governments of Central America, in order that each of them, in solidum, and in accordance with the instructions which will be communicated to them by the respective minister, may secure the independence, sovereignty, and freedom of Nicaragua, by concluding to that effect such conventions and treaties as they may think proper, which shall go into effect without the necessity of being ratified by this government

The simple text of this decree contains an implicit protest of the government against everything that the general-in-chief might do, by leaving the supreme command or that of the forces in the hands of the fillibusters; but it was even more express and positive, when, on the 25th of the aforesaid month of October, the treaty of the 23d was communicated to it. No reply was ordered to be made, but the following protest, with the knowledge of several persons of note, and even of the general himself, was formally drawn up: "José Maria Estrada, president of the republic of Nicaragua, to the governments and people of Central America, and the other governments and people of the civilized world: Being convinced that, while the fillibuster William Walker has the chief command of the forces of the republic, the independence, sovereignty, and liberty of Nicaragua and of the whole of Central America will be seriously compromised, and that individual rights and guaranties will in no way be respected, notwithstanding any pledges which might be given to that effect, therefore, I declare that in issuing the decree, in virtue of which the general-in-chief, Don Ponciano Corral, adjusted with the aforesaid Walker the terms of the convention of the 23d instant, which the former communicated to me this day, I only yielded to the force of circumstances, without being able to exercise any will of my own; and, consequently, I protest in the most solemn manner against the aforesaid two documents, reserving to myself all the rights which appertain to me as the legitimate representative of the nation, in order that I may vindicate the same in proper time; and from this moment I appeal to the other governments of Central America for means and assistance, in order that they may, without further invitation, intervene in the affairs of this republic, acting with arms in hand as if for their own cause, until all foreign power shall have disappeared and the legitimate authority been established. In faith of which I sign the foregoing in the presence of the minister of war, in charge of the department of relations and of government, *ad interim*, in the city of San Fernando, on the 25th of October, 1855.

"JOSÉ MARIA ESTRADA.

"The minister of war in temporary charge of the department of relations and of government.

"CASTILLO."

It will be seen by the above that the legitimate government of Nicar-

---

in the event of its ceasing to exist *de facto*, the supreme command, or that of the army remaining in the hands of the aforesaid fillibusters.

2d. The Licentiate D. Luis Molina is appointed envoy extraordinary and minister plenipotentiary near the courts of England, France, and Spain, in order that he may act in the same manner as mentioned in the foregoing article.

3d. The present decree will serve as sufficient credentials to each of the appointees in case of their not being able to present a proper commission, the pressure of circumstances not allowing it.

4th. The appointees are authorized to designate other persons of well known integrity of character, to act for themselves in accordance with the instructions which they shall communicate to them, within the limits of those which they themselves shall receive from the department. The minister of war, (D. Nicasio del Castillo,) in charge of the department of relations and government, ad interim, will see that the same is duly executed.

ESTRADA.

SAN FERNANDO, *October* 22, 1855.

agua remained in full possession of its rights, notwithstanding its disappearance *de facto;* and besides this natural remedy possessed by governments and individuals in situations of even less violent character, there are, in this particular instance, two grave considerations which lead to the same result.

The government transmitted to the general-in-chief the power conferred upon it by the constituent decree of March 3, 1853, for the purpose of saving the republic by such means as he thought most proper. To leave that republic, then, in the hands of foreigners is not to save it; it is to deliver it up, a thing which the government itself could not have done, nor yet the constituent assembly, because it is nothing less than suicide, both of itself and its constituents, the people; and no people delegate power for their own political annihilation and suicide. Thus it is that General Corral, in leaving the republic in the material power of the fillibusters, exceeded his trust, acted without authority, and consequently his treaty of October 23 must be null, as the offspring of an excrescence of power. On the other side, even supposing the treaty to be valid, it is already well known that Walker has not complied with any of its provisions, and, therefore, that it has become powerless by the very fact that the essential conditions which served as its basis have not been fulfilled. So that, whether on account of the protest or the transcending of power on the part of the general-in-chief, or, in short, the violation of the treaty, the fact is beyond all possible doubt, that the legitimate government of Nicaragua preserves its legitimate rights unimpaired, as the sole representative of the republic. There being deduced from this principle a consequence likewise irrevocable, which is, that the anomalous government created by the two military chiefs who signed the treaty is null in the fullest sense of that word, and, for the same reason, that all its acts and those of its subordinates are null, being answerable before the law, as guilty of usurpation of power and treason to the country, all those who may continue to serve that illegal government in whatever capacity; and I thus declare it again, in the most solemn manner, in fulfillment of the sacred duties which have been confided to me.

This publication could not be made while the public mind was still in favor of Walker, some because, probably in consequence of being naturally tired of the war, had attributed sentiments to him truly honorable, thinking him capable of securing the welfare of Nicaragua; others because they thought they saw his programme of dominion in that republic filled up, by the fact that the foreigner whom they had incautiously aided to enslave their country remained in the chief command of the forces. The appearance, therefore, of a protest under such circumstances, would not only have caused the evils which spring out of wrath, but would likewise have deserved the contempt and scorn of those whose rights it proposed to save. Now, matters have assumed a different aspect. Some became gradually convinced that the usurper of Sonora and the murderer of Mayorga could not be the friend of order; others have seen with their own eyes, that the adventurer to whom they entrusted their destinies and the fate of their country only thinks of himself and of those belonging to him. This unde-

ceiving of oneself is sad, but useful. It is yet time to find a remedy for the evil. This remedy is union. Will those who have declared themselves against the legitimate government still treat this union with contempt? However great and manifold may be the errors of the past, all Nicaraguans who, abjuring their errors on the altar of public interest, shall rush with determination upon the foreigners who now oppress Nicaragua, will show that they are not entirely strangers to the ideas of morality, religion, and country.

JOSÉ MARIA ESTRADA.

COMAYAGUA, *January* 25, 1856.

Mr. Marcy to Mr. Molina.

DEPARTMENT OF STATE,
Washington, May 2, 1856.

The President has directed the undersigned, Secretary of State of the United States, to communicate to Mr. Molina, chargé d'affaires of Costa Rica, the accompanying copies of documents just received from the minister resident of the United States in Nicaragua. These documents present a case of shocking barbarity, the slaughter of non-combatants by the troops of Costa Rica. If the transaction was as it is presented in these documents, the President is willing to believe that the government of Costa Rica will promptly condemn the perpetrators of the inhuman outrage and inflict upon them exemplary punishment. This she will feel bound to do in order to vindicate her claim to a position among civilized nations.

It appears by the statement herewith furnished, that the victims were citizens of the United States, and the President does not doubt that the government of Costa Rica will promptly examine into this affair, punish the offenders, and make ample provision for the families of the sufferers.

The President has seen with extreme regret, in the hostilities now prosecuted between Nicaragua and Costa Rica, a departure from the laws of war in force among civilized nations. The slaughter of captives taken in battle is not only a violation of these laws, but abhorrent to the feelings of humanity. The party which resorts to the barbarous modes of warfare long since abandoned and condemned by enlightened nations, forfeits its claim to all sympathy from neutral powers, and exposes itself to the enmity of those whose subjects and citizens may be the victims of savage cruelty. Against such a mode of prosecuting hostilities, from which it is the interest of all belligerents to abstain, it is the duty of all governments to enter their solemn protest.

The undersigned is directed by the President to call the prompt attention of the government of Costa Rica to the transaction at Virgin bay, and to ask for such proceedings on its part as the nature of the case demands.

The good understanding which now exists between the United States and Costa Rica, and which the President is desirous to cherish and perpetuate, induces him to *expect from* the government of Costa

Rica such measures in regard to this lamentable occurrence as will be satisfactory to the United States and are due to its own character.

The undersigned avails, &c.,

W. L. MARCY.

Señor Don LUIS MOLINA, *&c., &c., &c.*

NOTE by Department of State.—For the papers referred to in the foregoing note, see Mr. Wheeler's dispatch, No. 49, of the 17th April, 1856, *ante*.

Mr. Molina to Mr. Marcy.

[Translation.]

WASHINGTON, *May* 6, 1856.

The undersigned, chargé d'affaires of Costa Rica, has the honor to acknowledge the receipt of the communication of the Hon. W. L. Marcy, Secretary of State of the United States, under date of the 2d instant, and of the accompanying copies of documents transmitted by the minister resident of the United States at Nicaragua, relative to certain excesses which are alleged to have been committed by the troops of Costa Rica at Virgin bay against inoffensive North American citizens.

In the absence of instructions and of official information concerning the occurrences which may have taken place at the taking of Virgin bay, the undersigned, without the least delay, informed his government, by the steamer Illinois, which sailed yesterday from New York for Aspinwall, and has no doubt but that the government of Costa Rica will reply with all possible speed in a satisfactory manner to the government of the United States, with which it is its constant desire to maintain and draw closer the relations of friendship which happily subsist.

In the meanwhile, the undersigned can and must say that the government of Costa Rica will not authorize acts calculated to tarnish the good fame it has earned for itself, by the moderation and rectitude of its principles, as a recognized member of the family of civilized nations. On the contrary, it professes to have as much horror as the government of the United States for shedding the blood of unarmed people; and if it shall be proved, from the inquiries it will order to be instituted, that the report and declarations received by the Hon. Secretary of State are correct, the government of Costa Rica will, without the least doubt, bring the guilty parties to trial, in order that they may be punished as they deserve.

The undersigned must likewise observe that the war is not between Costa Rica and Nicaragua, but between the united people of the two States, or rather of Central America, against a band of unauthorized adventurers, who are impoverishing and oppressing the inhabitants of Nicaragua, and who are threatening to impose the same yoke upon the rest of Central Americans. Costa Rica cannot accord the rights of war to a band of men amenable to penal laws which certainly are not more severe in those States than in the other States of the civilized world. Nevertheless, the undersigned has reason to believe that it was not a sense of right alone which occasioned the severity of the

chiefs of the Costa Rican army, for he knows, through a trustworthy although a private source, that the persons taken at Santa Rosa were in safety until it was ascertained, by their own confession, that two days before the action the forces of Schlesinger had come up with a custom-house station, guarded by nine Costa Ricans, who made resistance, and two having been killed in the encounter, the other seven were taken prisoners and subsequently shot.

Finally, the undersigned is of opinion that the documents before him are not entitled to implicit confidence, and hopes, from the equity of the government of the Union, that it will suspend its judgment until it can be ascertained what has taken place at Virgin bay, and that it will not be too severe with regard to a nation that is defending her most sacred rights against those who have outraged and attacked her merely because she is weak.

The undersigned avails himself of this occasion to renew to the Hon. Mr. Marcy the assurances of his most distinguished regard and consideration.

LUIS MOLINA.

Hon. W. L. MARCY,
Secretary of State of the United States.

[Translation.]

Don Augustin Vijil to Mr. Marcy.

WASHINGTON CITY, *May* 14, 1856.

SIR: The unhappy situation of the country in which I was born, and the desire of exerting my best efforts to relieve it, have led me to leave my native shores to come to represent its interests in the capital of this blessed republic.

In your excellency's reply, declining to receive a former envoy sent by my government, you say:

"Those who were chiefly instrumental in suspending or overthrowing the former government of that State were not citizens belonging to it, nor have those citizens, or any considerable part of them, so far as is now known here, freely expressed their approval of, or acquiescence in, the present condition of political affairs in Nicaragua."

If your excellency is not already disabused on this subject, I trust the explanation I now have the honor to make will place the affairs of Nicaragua in such a light as to induce you to view our circumstances in their true position.

Nicaragua, more than ever since her history began, for the last three years has been bleeding at every pore. The inauguration of Don Fruto Chamorro as the director of Nicaragua was the commencement of the storm. Shortly after it he began to show his tendency to despotism, and, usurping the sacred rights of the people who had elected him, he commenced to form the chain of their misfortunes. Fearing, however, a few citizens who had the interests and liberty of

their country at heart, he adopted a course calculated to render their patriotism useless, by commencing criminal proceedings against them. The greater part of these men were liberal members of the constituent assembly, which he had convoked for April, 1854, and possessed too much integrity to vote away the liberty of the republic. Among them were Don Francisco Castellon and General Jerez—the former a well known upright and influential patriotic citizen, a man of liberal views, of a superior education, and a correct knowledge of the world, that he had acquired during a long residence at different courts of Europe. The latter is also of similar character, views, and experience. These and other patriots Chamorro imprisoned, and banished subsequently to Honduras. General Jerez, at the head of a few courageous men, returned to Nicaragua, and at Chinandega, the first large town near the borders of Honduras, he organized a provisional government.

The popular masses joined him freely, they having become alarmed at the proceedings of Chamorro. The forces of the provisional government marched on Leon, where Chamorro had his camp, and as soon as both armies met the whole Chamorro force came over to General Jerez. Chamorro then took refuge in the city of Granada, and by sacrificing the wealthy portion of the population, he assembled together a force of one thousand men, to stand a siege of nine months in the Plaza, during which time a large portion of this beautiful city was completely destroyed.

The provisional government was compelled to raise the siege and invited American citizens to lend their aid to it. Ninety of them responded to the invitation and became naturalized citizens of that country.

Shortly after Chamorro died, and the constituent assembly, trampling on the very constitution and charter they had made but a few days before, arrogated to themselves the ordinary legislative power and appointed Don José Maria Estrada as the successor of Chamorro, whose footsteps he began to follow. This is the sort of government which has been styled legitimate, and which was not, and could not be so, according to the constitution of that State, because, Chamorro's term of office having expired, only the people of Nicaragua, represented by the juntas of the departments, and never the assembly, ought to have appointed the successor.

With the assistance of our brave allies things were soon changed, and our forces took possession of the city of Granada on the 13th of October, 1855. At this time the Americans in the service of Nicaragua did not number more than one hundred and fifty men, commanded by General William Walker. And what was the conduct of those who overthrew the government of Estrada? They used every effort, and successfully, to restore and maintain order, to protect the persons and property of the citizens, to gather up the elements which war and revolutions had scattered abroad, and to frame them into a new order of reconciliation and peace. They invited General Corrall, the chief of the hostile forces, to a conference, and the latter being fully authorized by the government that styled itself legitimate, they agreed to appoint a provisional chief, for which office Don Patricio Rivas was selected, and that General Walker should be the general-

in-chief of the whole military force of the republic. It is impossible, sir, to describe the enthusiasm that prevailed on that day. Two armies that were hostile to each other the day before got merged into one, and the two generals marched, arm in arm, to the house of the God of peace to celebrate the blessed day of their reconciliation.

By virtue of said treaty the Hon. Don Patricio Rivas took possession of his office, and his election was approved of by the general voice in Nicaragua. His first step was to address a peaceful and friendly invitation to the chiefs of the Central American republics. The government of Guatemala deigned not to give an answer; the Salvadors manifested a disposition to form friendly relations; Honduras recognized the new administration; but Costa Rica declared a horrible war of extermination against it.

Thus situated, my government desires to maintain, by diplomatic intercourse, the good friendship that always united Nicaragua to this great republic on every ground, and especially because the great highway between the two oceans, that is equally interesting to these States and to Nicaragua, is embraced within the border of the latter.

Born and educated in Nicaragua, and now, for the first time, a visitor to the shores of this great republic, I have a right both to speak about the facts which have marked our past and to anticipate the happiness that we may expect in the future, as well for my own country as for these great States.

Your excellency may be positively certain that, during the seven months of President Rivas' administration, there has been no attempt at revolution against him, and that the whole people of Nicaragua form a united family, prepared to maintain order at home and to resist foreign aggression.

That my government has obeyed the institutions of the country has been lately manifested by calling the people to elect the supreme authorities of the country, which election began on the second Sunday of April last, and if the balloting has not taken place in the oriental and southern departments it was because of the hostile invasion of the Costa Ricans.

I have come to your country with the official character of the representative of the Hon. D. Patricio Rivas, the chief magistrate of the republic of Nicaragua, and I hope, for the interests of both countries, that I shall be esteemed worthy to represent near this government that republic, and that I shall find here a government friendly to our peace, prosperity, and permanence.

I have the honor to be, with the greatest respect, your obedient servant,

AUGUSTIN VIJIL.

To his Excellency WILLIAM L. MARCY,
Secretary of State of the United States of America.

President of Nicaragua to the President of the United States.

[Translation.]

MY GREAT AND GOOD FRIEND: I am desirous to cultivate with the government of your excellency the friendly relations that the people of Nicaragua is called upon to maintain with the government of the great northern republic, over the destinies of which your excellency is now presiding. I have, therefore, thought fit to accredit as the minister plenipotentiary and envoy extraordinary of this republic near the government of your excellency the reverend licentiate Don Augustin Vijal, a reliable person on account of his knowledge of public affairs and of his patriotic feelings, to the end that with that character he may enter into treaties of alliance, friendship and commerce with the government of your excellency, and devote himself to the other objects of his mission.

I hope that your excellency will deign to admit kindly the said minister plenipotentiary and extraordinary envoy, and believe everything he may propose in his official capacity.

I pray your excellency will accept my wishes for your happiness and prosperity, and the prosperity of the great people under your government.

Given in the city of Leon, in the government house, on the seventeenth day of April, in the year of our Lord one thousand eight hundred and fifty-six.

PATRICIO RIVAS. [L. S.]
SEBASTIAN SALINA,
Secretary of Foreign Affairs.

To the Hon. the PRESIDENT
Of the United States of North America.

CAPTAIN TINKLEPAUGH'S PROTEST.

UNITED STATES OF AMERICA,
State of New York, city and county of New York, } *ss:*

By this public instrument of protest: Be it known and made manifest, that on the sixth day of May, in the year of our Lord one thousand eight hundred and fifty-six,

Edward L. Tinklepaugh, a citizen in the county of Columbia, in the State of New York, being about the age of forty-six years, having been first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, did thereupon depose and say:

That he is, and has been master of the steamer Orizaba, a steamer registered at the custom-house of the port of New York, of the burden of about 1,460 tons, owned by Charles A. Whitney, of New York. That she sailed from said port of New York on the 8th day of April, 1856, for the port of San Juan del Norte, Nicaragua, having

on board about 480 passengers, of whom about 420 had tickets for San Francisco, in California, and the remainder had tickets for San Juan del Norte. That the Orizaba arrived at San Juan del Norte on the 16th day of April, 1856, at about 11 o'clock, p. m. That soon after the ship came to anchor, the "Wheeler," a small steamer bound up the river San Juan, came alongside, and this deponent commenced transferring to her the passengers from the Orizaba. That after all the passengers except some thirty or forty had got aboard the small steamer, and had delivered up their tickets for the transit passage, Captain Joseph N. Scott, the agent of the river boat, notified this deponent that Captain Tarleton, commander of the British sloop-of-war Eurydice, then lying at anchor at the distance of about one-fourth of a mile from the Orizaba, had given orders that the passengers should be taken back on to the Orizaba; that he would not allow them to go on board the small steamer, or to proceed on their way, and that the river boat must be hauled off from the Orizaba.

That this deponent thereupon gave orders to stop the further transfer of passengers to the river boat until he could ascertain if the said Captain Tarleton intended to enforce his said order; that deponent took a small boat and went ashore, and found Captain Tarleton about leaving shore in a gig or pinnace; that this deponent then asked Captain Tarleton if he had given an order to stop his passengers and prevent them going up the river. He replied, that Birdsall had informed him that the Orizaba had 500 men for Walker on board. Deponent answered that his information was not correct, that they had over 400 for California, that the others had only paid to San Juan del Norte, and that there were none who had tickets for the interior. That deponent then asked what he was to do with the passengers? Captain Tarleton replied, take them back. Deponent said he could not do that, that he hadn't provisions for them. Captain Tarleton said, then take them to Colon, meaning Aspinwall. Deponent said he could not do that. Captain Tarleton asked if he had a way-bill of the passengers on board the Orizaba? Deponent replied that he had. Captain Tarlton then said, "I will go aboard the Orizaba, look at her way-bill, and make further inquiries, before I decide what to do." He then requested this deponent to get into his, the captain's boat, and go aboard the ship with him. That deponent accordingly got into his boat and went on board the ship with the said Captain Tarleton and Captain Scott, above mentioned; that the said Captain Tarleton, Captain Scott, and this deponent, then went to the office of the purser, on board the Orizaba, and deponent inquired of the purser for the way-bill, which he produced. That Captain Tarleton took the ship's way-bill and examined it; he then remarked that it did not give the destination of the passengers. That deponent replied that the passengers for California had tickets for San Francisco by the Pacific steamer. That a passenger who was standing near them said, "I am going to Nicaragua." Captain Tarlton asked him what he was going there for; the man replied, that he was going there with his wife and two children to settle. That another man then said, he also was going there with his wife to settle.

That said Captain Tarleton then said he would allow the passen-

gers to proceed on their way, and would not interfere. That the transfer of the passengers and freight of this deponent's ship was delayed for the space of about two hours, by the aforesaid acts of the said Captain Tarleton.

That the Orizaba laid at San Juan, aforesaid, until the afternoon of the 21st of April, 1856; that, on that day, the river steamer came alongside the Orizaba with passengers to be transferred to her, on their way to New York. That it was reported to this deponent that an order had been given from the British man-of-war that there should be no communication with shore from the Orizaba, and that this deponent then found that a boat from the said man-of-war was lying between the shore and the Orizaba, where she lay while the passengers were being transferred. That the Eurydice lay at the distance of about one-fourth of a mile from the Orizaba, in the port of San Juan del Norte.

And this deponent further saith, that on said 21st day of April, 1856, he sailed from said port of San Juan del Norte for the port of New York; that he suggested to the commercial agent of the United States at said port of San Juan, that he should then and there make his protest of the matters aforesaid, but that he was advised that it could be as well made after his return to New York.

And this deponent doth now PROTEST against the assumption of the right of search by said Captain Tarleton, and doth protest against his going on board of this deponent's ship without leave or right, and his searching and examining the papers of the said ship, and against his instituting an examination of the officers and passengers of the ship, and against the detention in the transfer of this deponent's passengers to the transit boat, and especially doth he protest against this insult to the American flag by a commander of a British ship-of-war.

E. L. TINKLEPAUGH.

Sworn to before me this 6th day of May, A. D. 1856.

GEO. F. BETTS,
United States Commissioner.

PANAMA PAPERS.

Mr. Ward to Mr. Marcy.

[No. 73.]

UNITED STATES CONSULATE,
Panama, April 18, 1856.

It becomes my painful duty to inform you of a most melancholy occurrence which took place here on the evening and night of the 15th instant, and regret that with this communication I cannot give you the full detail.

The passengers of the last steamer from New York, those from New Orleans, and those of the steamer Cortez, of the Nicaragua route, (which latter were landed here,) were most brutally assaulted and

dered by the population of this place, on the 15th instant, with-
›rovocation or cause. The railroad company has suffered consid-
le loss; their depot building, freight houses, books, and papers,
ther with part of the track, has been materially injured and de-
·ed; also their line of telegraph and such books and papers of the
fic Mail Steamship Company as were in their office at the railroad
t.

·om the present demand made upon my time by the injured parties,
ı unable by this mail to send you the particulars; but, so far as
ı at present ascertain, fifteen Americans were killed and upwards
'ty wounded, with a total destruction and plunder of all the bag-
: found at the railroad depot and the adjacent hotels.

ıe affair grew out of a quarrel which one of the passengers had
a colored man (I believe a native) at an hotel near the railroad,
ı some injury was done to some persons who interfered. In this
r, so far as I can learn, two or three persons were killed and the
ıe, with its contents, destroyed; no attempt being made by the
ɜe or authorities of the place to arrest the parties or protect the
erty.

ı or about half-past six o'clock in the evening I had information
a general onslaught was to be made upon the railroad depot and
passengers, upon which I repaired thither with my secretary, on
way meeting several armed bands of the natives, who were
atening to revenge themselves upon the "Yankees."

pon my arrival at the railroad depot, which contained over a
ısand of our people, men, women, and children, my first care was
rge the American people who were outside of the enclosure of the
›t to retire within and be careful not to give the slightest cause of
ıce to the natives, and not to display any arms, in which I was
t implicitly obeyed, with the exception of a few men who had been
.rated from their wives and children through the first riot, the
se where they had put up at having been destroyed, and they
ely went to the house with a view of ascertaining if their families
e not somewhere about the premises.

'he natives by this time had assembled in large force and com-
ıced firing upon the passengers at the railroad depot, upon which
self and secretary advanced towards the natives with a view of in-
ing them to discontinue. My secretary advanced before me a short
ıance and met the "governor," whilst I was engaged in preventing
eral bands of natives, who were in my immediate vicinity, from
ng at our people in the railroad depot. Some bands out of my
:h were under no restraint, although in the immediate vicinity of
governor, commenced the onslaught, and the governor gave orders
he chief of police to attack the Americans; yet, although on the
verging point of four fires, I was untouched; my horse, however,
:ived seven slight gun-shot wounds, and my secretary, Mr. "Dr.
le," a shot in his thigh, which may have been fired by an Ameri-
in return to the fire from the governor.

he police soon afterwards commenced a fire of musketry upon the
nceless people at the railroad, and covered the native mob in their
ıder of the defenceless passengers and their baggage. Neither

men, women nor children were spared, and I assure you that I never witnessed as sad a spectacle as the dead and wounded presented; the mutilation was abhorrent.

The loss of property, such as the damage to the railroad and its appurtenances, destruction of hotels, freight, and passengers' baggage, cannot be estimated at less than half a million of dollars. An episcopal clergyman, by the name of John Sellwood, was shot, and his brother, who is also a clergyman, with a large family, all now here, left destitute of money and their effects.

It yet seems to be the intention of the natives to destroy the foreign houses in the vicinity of the railroad, and the coming night is appointed for that purpose. Our position is certainly, at the present moment, dangerous, from the fact that the natives are now laden with money and valuables, wrested from the passengers, which seems to incite them to further pillage. What the morning may bring forth God only knows. We are here defenceless and open to the covetousness and barbarity of as rude a people as exist upon the globe. From the governor we have nothing to hope, for it is a fully established fact that he ordered the chief of police to fire upon the passengers at the railroad depot. To myself I apprehend no personal danger, inasmuch as the mass of the natives treat me with every respect, but it is to be feared that the specie expected to arrive here to-night by the California steamer may be an incentive to further outrage.

I beg leave further to inform you, that the chief of police came to my office yesterday at my request, and in presence of a number of gentlemen stated that he received orders from the governor to fire upon the passengers at the railroad depot, which he obeyed, causing great slaughter, of which scene I was a spectator; and yet, notwithstanding which, my efforts were continued to prevent the passengers from returning the fire, under a supposition that a mistake had been made, and believing that no official would be guilty of such barbarous and uncalled for act.

At this moment I have obtained some assistance in my office, which will enable me to enclose herewith a copy of the statement made and sworn to by Mr. Center, superintendant of the railroad, which I know to be correct in every instance when he speaks of the occurrence of affairs, when I was present, which was throughout a large part of the scene.

I also am enabled to forward to you a copy of a statement which my secretary was required to make by an "alcalde," embodied in a letter from my secretary to me, received at this moment.

The United States sloop-of-war St. Mary's is expected to arrive here on or about the 25th proximo, from "Guyaquil"—may I therefore ask of you to obtain orders from the Secretary of the Navy to the commander to remain at this port during the emergency.

I have the honor to be, with much respect, your obedient servant,

THOS. WM. WARD.

Hon. Wm. L. Marcy,
Secretary of State.

8 o'clock, P. M., *April* 19, 1856.

Sir: In addition to my statement of yesterday, I have the pleasure o inform you that the passengers, treasure, and mails, which arrived ıere last night upon the steamer "Golden Age," were landed at the ailroad wharf a little after two o'clock this evening, and were permitted to depart without molestation; they were protected on landng and departure by a native force of militia, (about two hundred nen,) by the prefect, the governor not having made his appearance.

Before closing this dispatch I must remark, that had the railroad nanagers have been a little more circumspect, this unfortunate slaughter of our people would not have taken place, for about the time I arrived at the depot a great display of useless arms was made outside of their buildings, such as halberts and rusty muskets, which I endeavored to correct by advising Mr. Center, the superintendent of the railroad, to correct, by ordering his people back into the buildings out of sight of the infuriated natives, which was not done. So far, however, as I could, I remedied the evil by applying to the passengers to put away their arms out of sight, until such time as they hould be attacked by the natives, if at all. If, however, the governor had not ordered his police to fire, it is my sincere conviction that his to be lamented massacre and pillage would not have taken place.

I would further add from a report circulated since my statenent of yesterday, that a ship-of-war, supposed to be the American hip "Independence," was coming into port, and it is my firm belief hat out of the rumor grew the disposition, through fear and not philanthropy, to protect our people, mails, and treasure.

On Monday I intend sending my protest to the governor, in behalf of the railroad and the injured of our citizens.

The registry book of the United States special inspector of customs, R. Runnels, esq., was totally destroyed by the mob. Expecting to report further by next mail, and awaiting instructions from the honorable Secretary of State, I have the honor to be, most respectfully, your obedient servant.

THOS. W. WARD.

Hon. Wm. L. Marcy,
Secretary of State.

No. 1.

Alexander J. Center, superintendent of the Panama railroad, aged 48 years, a resident of Brooklyn, New York, deposes as follows:

I was present at the Panama railroad station at Panama on the 15th day of April, from the commencement of the massacre, until about 2 a. m. in the morning of the 16th. At about 6 p. m., on the day aforesaid, I was standing on the railroad pier with Captain McLane and William Nelson, esq.; I saw a disturbance and a running of natives and passengers in the Cienaga; some two or three shots were heard; a man was sent to enquire into the affair; he

returned immediately, saying that it arose from a trifling dispute between a native and a passenger.

Almost simultaneously with the commencement of this disturbance the bells of "Santa Anna" church commenced ringing an alarm, and immediately afterwards I heard and saw a number of natives breaking into and tearing down two American stores, occupied by Messrs. McAllister and McFarland. Between the first of this difficulty and the attack upon these buildings there elapsed a period of about fifteen minutes, and not more.

I immediately went to the station or freight house of the Panama railroad; many passengers were collected in front of it in a state of alarm. I went into the office where the employees of the railroad and Pacific Mail Steamship Company were occupied in their duties. The tearing down and plunder of the houses continued; I heard shots occasionally. I went out in front, where many passengers were who wanted to go to the rescue of the passengers, who, with women and children, were in the Ocean House. I advised those there not to go forward; a few went; some two or three went to the corner of the "Ocean House," about two hundred feet from the railroad station; shots were fired by those engaged in destroying and plundering.

I returned to the office, was asked to allow some fourteen old muskets, not belonging to the company, to be loaded for our own defence, but repeatedly refused, not supposing we would be attacked. But after going out to the front several times, fearing it might be made, I told them to load and keep every gun inside, and placed every man at the door for that purpose.

I directed men to force the door of the "Ocean House" to let out the passenger women and children inside; this was done. The destruction and plundering continuing some time, but finally ceased and all was quiet, I was told that the police was sent for, and so informed the passengers, which seemed to give much satisfaction. The passengers about the station seemed to have no disposition to take part in the matter, desiring only protection. Some two or three men only were excited, and against the earnest efforts and advice of T. W. Ward, esq., United States consul, A. McLane, esq., agent Pacific Mail Steamship Company, W. Nelson, esq., myself, and others, would run occasionally forward and fire a shot at random.

I was in hopes from the quiet at this time that it might pass over. Suddenly I heard shots in rapid succession from behind the old blacksmith shop and bushes, a short distance from the station. A bugle was sounding; I told the passengers it was the police and that "all was right;" myself and other gentlemen named got inside the fence of the station; the balls commenced falling around us; I saw one man struck; the balls increased and began to strike the building; I heard them.

I was then told that the "natives" were coming down the track to the attack on the other side or end of freight house; I immediately went there to protect it. Up to this time and commencement of firing upon the building, not one shot had been fired from it or from the railroad *premises*, to the best of my belief. One gun was discharged by the

man before stated as hit in the act of falling. I thought at the time it was accidental.

Previous to this, an old carronade had been brought forward in front of entrance to the railroad premises by our men; I placed it in charge of a responsible man, with orders not to fire, only in the event of the United States Consul giving similar directions. It was not discharged.

On my arrival at the end of freight house saw natives advancing; they fired into the freight house as they came on; one man near me attempted to fire; his gun flashed and did not go off. I think one gun was discharged towards the natives; this was after they commenced firing.

I then went into the freight room, saw many passengers, men and women and children, trying to conceal and protect themselves; they had no arms. The balls were then falling quickly on the side facing the blacksmith shop, &c.

I could not get out of the room by the doors, which were blockaded up by the crowd, in the wildest panic and confusion; could hear the balls strike; the natives at the same time trying to force the doors.

I continued in this room three or four minutes; then went through a broken door-panel into front office; saw many persons there—some holding the door; a man fell dead before me; the room was filled with smoke; saw others there, killed or wounded; saw no one firing from the rooms.

I returned through the panel, climbed up the side of the freight room, and got upon a plank resting on the beams above. I could see out towards the Cienaga, through a large open door; saw the police (so called) distinctly; they were outside, and near the freight house; saw them discharging their muskets at the house; saw Colonel Garrido, the commandant, with drawn sword, cheering and urging on his men; none but the police, I think, were on that side; heard the balls strike around me; I went into an open window leading into a room on second story.

I saw two passengers, unarmed, in the room; they were at the door; there were no others; I joined them to assist; both were immediately shot; one fell dead and the other soon died. I left this room and went into another, where I remained (except occasionally) until the firing ceased; stepped out two or three times into the other rooms; could see into a part of the freight room, and saw natives enter; the passengers threw themselves down, crying "mercy," "quarter," "money," &c. Saw the natives rifle the passengers and cut open the carpet bags, &c.; the firing from the police soon ceased, but the plundering continued.

I could see the rooms of the second story of the freight house fronting the "Cienaga;" not a shot was fired from them, none were fired from the freight room while I was there, to the best of my knowledge and belief; no shots were fired from the station, except those I mentioned before.

From my observations the chief desire seemed to be to secure safety from outside shots.

I saw the dead and wounded after the massacre; at that time I saw nine killed and eight *badly wounded, and* several slightly wounded.

I had the wounded (badly) collected and carried to the mess room.

I saw the freight room, offices, &c., after the butchery; everything was plundered, the papers and books dispersed, mutilated or destroyed, the safes of the railroad company attempted to be forced.

I saw where an attempt had been made to set fire to the freight house; this was done while many passenger women and children were in it.

I have examined the freight house since the *massacre;* it is perforated with bullets; they are chiefly on the side where the police were stationed; everything in the freight house and rooms above, occupied by officers of the company, was plundered, damaged or destroyed.

The railroad cars were cut and damaged; the room of Mr. Johnson and the telegraph apparatus alone were spared.

I saw the bodies of fifteen who had been killed; all were passengers except two; they were shot and generally mutilated by cuts; I saw seven badly wounded.

I saw also many slightly wounded, including one woman and some children, these went on board the steamer.

The bodies of the killed and wounded were rifled by the murderers.

In conclusion, I am of opinion, from my own observations, that the whole matter was organized and pre-arranged, chiefly with a view to plunder, but at the same time gratifying a feeling of bloodthirsty revenge for fancied wrongs.

A. J. CENTER.

UNITED STATES CONSULATE,
Panama, New Granada:

Be it known to all whom it may concern, that this day appeared before me, Thomas W. Ward, consul of the United States at this port of Panama, in the republic of New Granada, Alex. J. Center, superintendent of the Panama Railroad Company, who, being duly sworn by me on the Holy Evangelists, declared that the foregoing statement is true and correct to the best of his knowledge and belief, and in my presence signed his name to the same.

In testimony whereof, I hereunto sign my name and impress my [L. S.] official seal at Panama, this 18th day of April, A. D. 1856.

THOS. W. WARD.

UNITED STATES CONSULATE,
Panama, New Granada:

I, Thos. W. Ward, consul, do hereby certify that the foregoing is a true and correct copy of the original on file in this consulate.

In testimony whereof, I hereunto sign my name and impress the [L. S.] seal of this consulate at Panama, this 18th day of April, A. D. 1856.

THOS. W. WARD.

PANAMA, *April* 18, 1856.

R SIR: The alcalde of the city came to my rooms yesterday and
ed me to state where I was on the evening of the 15th instant,
w I received the wound which confined me to my bed.
ply to his interrogatories I made the following statement:
r about seven o'clock, p. m., I was at the United States consu-
king up the mail for California, when I heard a rumor in the
that there was a fight at the railroad depot, and the cry "let
to kill Yankees" (*vamos á matar Yankees*) having called my
on, I advised the United States consul and went out to get our
and started with him for the place of the fight, in view to pre-
ny further disorder.
lst riding along the beach, nearly opposite the house known as
milton Cottage, a band of men ordered us in Spanish to stop,
ning to shoot us down if we proceeded on. I then cried out
n Spanish) that we were the United States consul and his secre-
Theodore de Sabla.
nevertheless reiterated their threat but, having put our horses
llop, we passed without their firing.
n arriving at the railroad depot I left the United States consul
nt to look for the governor, who was said to be in the "Cie-
I found him, told him who I was and that the consul desired
ise with him upon the means to stop the riot. I went back to
nsul, who then advanced in the main street leading to the rail-
epot, saying that he would wait for me there. I returned to
the governor was and found him in the midst of an infuriated
nde uttering cries of death. I requested the governor to come
ne to where the consul expected him in the main street, and we
on. When near main street, nearly opposite the Pacific eating
I told the governor to stand back, that I would go ahead to
t any mistake.
n my entering main street I saw a party of men, apparently
, entering the same street above me, that is, near the house of
Farland, and then a firing took place between that party and
ersons, apparently passengers, of the American steamers.
was advancing I received three shots, one of which was lodged
high, another struck me above the knee but did not penetrate
e flesh, and the third passed through my coat without inflicting
ury. I cannot say by whom I was shot, because at that mo-
he night was somewhat dark, and the two parties between
he firing took place were about the same distance from me,
g, so to say, a triangle, at the summit of which I was when

above is very nearly a translation, word for word, of my declar-
aken in the Spanish language by the alcalde, in addition to
I may here state to you, that when I found the governor for the
time, there were with him, besides the chief of police and sev-
his officers, over twelve policemen fully armed, and the crowd

around him was very numerous and well provided with arms of every kind.

I am, very respectfully, your obedient servant,

THE. DE SABLA.

THOMAS WILLIAM WARD,
United States Consul, Panama.

CONSULATE UNITED STATES OF AMERICA,
Panama, New Granada.

I, Thomas William Ward, consul, do hereby certify that the foregoing is a true and correct copy of the original on file in this consulate.

In testimony whereof I hereunto sign my name and impress the [L. S.] seal of this consulate, at Panama, this eighteenth day of April, A. D. 1856.

THOMAS WILLIAM WARD.

Mr. Hoadley to Mr. Marcy.

OFFICE PANAMA RAILROAD COMPANY,
New York, May 1, 1856.

SIR: The deplorable events which have recently occurred on the Isthmus of Panama, of which full statements are published in the public prints of to-day, and my relations to the Panama Railroad Company, render it unnecessary for me to apologize for addressing you this letter.

The official letters which have been received at this office by the steamer Illinois, together with several affidavits accompanying them, show that the published accounts are substantially correct. I regard it as probable that you have been put in possession of all the material facts of the case referred to by the dispatches of the American consul at Panama, but, at the same time, it seems to me advisable that you should have as full knowledge of them as possible, and I therefore take the liberty of sending to you, enclosed herewith, copies of the following papers:

1. The affidavit of A. J. Center, the superintendent of the Panama Railroad Company.

2. A statement of Charles E. Bradly, one of the passengers per steamer Cortez.

3. An affidavit of William Nelson, commercial agent of the Panama Railroad Company.

I have observed with much satisfaction, in one of the papers of this city, a telegraphic dispatch, dated Washington, April 30, 1856, in which it is stated that:

"Mr. Marcy has recommended the selection of a judicious and competent person to proceed to the spot (Panama) immediately, for the purpose of inquiring into the facts, and with a view of governing the action of the public authorities as to reclamations in case claims for

mages or reparation can be sustained under the treaty with New anada by virtue of international law."

[t is for the purpose of urging upon your department the importance some movement of the kind indicated by the sentence I have ›ted that I address you this letter; and not only so, but to sug- t the necessity that such action be given to the subject at the very liest possible moment, if all the advantages which it is confidently ieved would be derived from the step may be realized. Although :he date of our last advices the riot had been quelled and no fear ; entertained that any further disturbance was likely to occur im- liately, yet the native population of the Isthmus continued in a te of great excitement, and being flushed with what they con- ered a victory over "foreigners," and having had a taste of blood, l no efforts being made by the authorites of Panama to arrest the rderers, there is certainly some reason to apprehend a renewal of the rible scenes which have lately been enacted. The danger of this l be greatly increased if the natives are left to feel that the diffi- ty is only between them and the railroad company and unarmed ssengers crossing the Isthmus; and nothing, it is confidently be- ved, would so surely and so strongly tend not only to intimidate murderers and robbers, but also to keep them in permanent and rfect subjection, as some suitable demonstration on the part of United States government. The effect of such a demonstration, nnected with the sending out to Panama an agent of the govern- ent to investigate the outrages which have lately been committed ere, would also produce a most salutary effect on the minds of the ithless and pusillanimous authorities of that city. Without some ompt action on the part of our government, the men who have tely been guilty of violence and bloodshed on unoffending Ameri- n citizens will be encouraged to repeat these crimes, and those in uthority will be less disposed to make any efforts to prevent them.

This conviction is forced on my mind not only by the letters we have eceived, but also by the representations made to me to-day by a gen- leman of intelligence and high character, who was at Panama during he time when the events referred to occurred, and a witness of some of the atrocities which were committed. Obliged to conclude this hasty communication by the closing of the mail, I will only add in behalf of the company I represent, and of the thousands of our citi- zens whose interests are so closely identified with the safe transit of the Isthmus, both for passengers and treasure, the earnest request that you will take some steps in this matter so early that official informa- tion of the same may be sent off by the steamer Illinois, on Monday the 5th instant.

I have the honor to be, sir, with high respect,

Your obedient servant,

DAVID HOADLEY,
President.

Hon. W. L. MARCY,
Secretary of State, Washington.

No. 1.

Mr. Center's affidavit.

NOTE by the Department of State.—A copy of this paper (marked No. 1) will be found with Mr. Ward's dispatch, No. 73, of April 18, 1856, *ante*.

No. 2.

CITY OF HAVANA, *ss:*

Charles E. Bradley being duly sworn, deposes and says: That he is about twenty-five years of age; that he is a physician and surgeon; that his place of residence is Caryersville, Henry county, Tennessee; that he was a passenger in the steamship Philadelphia from Havana to Aspinwall, at which place he arrived on the 13th instant; that, on the 14th instant, he took the cars for Panama, where he arrived on the same day, and stopped at the Pacific House; on the 15th instant, soon after the arrival of the cars with the passengers of the Illinois, deponent saw a person who was said to be a steerage passenger in the Illinois, and who was called Jack, at the Pacific House. He seemed to be intoxicated; he walked with a companion among the fruit tables in the vicinity of the Pacific House. Deponent saw said Jack go to a fruit table kept by a colored man; he picked up and bit a piece out of a slice of watermelon without paying for it, and threw it in the dish from which he had taken it. Jack then walked with his companion to another fruit table, three or four steps distant, kept by a colored woman, from which he took a piece of fruit and ate it. The woman demanded pay for the fruit. Jack refused to pay for it; and, after considerable altercation, Jack's companion paid for the fruit taken from the second table. About this time the person who had charge of the table first visited by Jack came up and addressed him in Spanish, in an angry and insulting manner. Jack drew a pistol and held it in his hand a moment, when his companion told him to put it up. Jack was in the act of putting the pistol in his pocket, when the native snatched the pistol and fired it, and run with Jack's pistol still in his hand. Jack followed him about one hundred and fifty yards, and failing to overtake the native, returned and passed deponent. When he passed, deponent observed wounds on his head. Deponent then went to his room, in the second story of the Pacific House. Almost immediately after, deponent saw a great number of natives armed with machetes, around the Pacific House. They soon commenced throwing stones, bottles and other missiles into the windows and doors of the Pacific House and into the window of deponent's room. Deponent passed into the room adjoining his, jumped from the window into the yard back of the house, and ran towards the railroad depot. When about opposite the Ocean House, deponent heard two

or three reports from guns or pistols. These were the first fired after the discharge of Jack's pistol. Deponent went to the depot and remained until the firing commenced there, and until he saw two or three Americans shot down. Deponent then went down to the dock, where the steam or ferry boat Taboga lay. Deponent remained on the dock about half an hour, when the firing in the vicinity of the depot became rapid. Deponent then passed on to the Taboga, tore off a door from the boat, and with it jumped into the mud in the bay of Panama, which is covered at high tide. Deponent then assisted in getting some females and children into a small boat, and in dragging the boat into the water. It was then rowed to a vessel at anchor in the bay, from which deponent and others were taken to the steamer John L. Stephens, where deponent remained until next evening.

At the time of the commencement of the difficulty between Jack and the native above mentioned, deponent was within a few feet of them, and had an opportunity of seeing all that occurred. And deponent further says that no difficuly or collision between the passengers and natives occurred until the happening of the events above mentioned, to the knowledge or belief of the deponent.

We hereby certify that we heard Dr. C. E. Bradley, above named, make the statement herein above stated, and avow a willingness to verify the same by his oath, but was prevented by the early sailing of the "Granada," in which steamer he took passage for New Orleans.

G. A. HOWARD,
Pastor of the Presbyterian church, Catskill.

F. JAMES FITCH,
Judge of Greene county, N. Y., Catskill, N. Y.

Commander C. S. BOGGS,
U. S. Navy, Commanding Steamer Illinois.

Mr. Hoadley to Mr. Marcy.

OFFICE PANAMA RAILROAD COMPANY,
New York, May 2, 1856.

SIR: Referring you to my respects of the 1st instant, I now send you, enclosed herewith, the remainder of the affidavit of Mr. William Nelson, alluded to therein.

I also take the liberty to forward to you the original of official communication received from the chief engineer of this company by the steamer Illinois, which was in the hands of one of the board when I addressed you yesterday, and who did not return it until to-day. When you have read it, which I think you will do with interest, be pleased to return it to this office.

At a meeting of the board of directors of this company, held to-day, a resolution was adopted instructing the officers to send out by the Illinois, on the 5th instant, fifty each of Sharp's rifles and Colt's revolvers, for the purpose of arming the employés of the company

against the attacks of robbers and murderers, should any attempt be made to repeat the atrocities which have lately been committed. I am directed by the board to make this statement to you, so that you may understand the motives which have governed them in the step now taken.

I beg to add that, should you determine to send a commission to Panama by the Illinois, it will give me much pleasure to furnish your agents with letters to the chief engineer, who will be instructed to tender them the freedom of the railroad.

I remain, sir, with high respect, your obedient servant,

DAVID HOADLEY, *President.*

Hon. W. L. MARCY,
Secretary of State, Washington.

PANAMA, *April* 19, 1856.

DEAR SIR: On the evening of the 15th instant, the passengers per Illinois having come over the road that day, I received a telegraphic notice, about 8 p. m., that there was a rising of the negroes at this place and they were killing the passengers.

I had been indisposed for some days and on that day I was quite ill. On getting this notice, however, I immediately repaired to the telegraphic office and received the last notice given that night, which was about 8¾ o'clock, and ran as follows: "The balls are coming through my room. Oh! oh! I shall be shot! I must go."

I remained in the telegraph office until past 10 o'clock, hoping to hear further, and particularly that the row was over.

At 2 a. m. of the 16th, the train containing the express goods returned to Aspinwall with Conductors Williams and Brinkerhoff, who had been witnesses of the riot and had escaped. From these I learned the particulars of the affray, up to 8½ o'clock; not so late as by telegraph, but more in detail.

Williams had saved the express train from robbery; he left the scene of riot, and came up the road for the purpose, I think, of stopping this train; arriving at the bridge over the Cruces road, he found about 150 natives collected there, who were waiting for this train; they stopped him, robbed him of his money, watch and pistol, and then one of them pointed a pistol at his breast with the intention of shooting him, but some of the party knew him and saved him. However, they made him show them how to take a rail out of the track, which they did in his presence, he helping them, in order to throw the train off the track. They then permitted him to go forward and bring the train up, which was close at hand, telling him that when the train stopped he must jump off and run and all would be right. He went forward, fortunately stopped the train, told them their danger, jumped on himself; the engine was immediately reversed, the train backed, and thus saved.

After the arrival of this train at Aspinwall we consulted together about the proper course to be pursued, whether or not to send men to

the resue; but we had few or no arms. The telegraph operator supposed that the telegraph remained uninjured, and I was constantly hoping to receive further intelligence through it. The conclusion of our consultation was that, as we had no amount of arms, we could be of little or no assistance and had better wait further intelligence. On the morning of the 16th we could still get no telegraphic intelligence, and came to the conclusion either that the wires were broken or the Panama operator killed or wounded.

The intelligence which I received the night before I had communicated only to Mr. Bowen, desiring to keep it quiet so as not to produce an excitement in Aspinwall, and to be able to make my own arrangements without creating a disturbance. But in the morning I found that the workmen who came in during the night had spread the news, and that the prefect of the department had armed the natives. I immediately remonstrated with the prefect on this course and urged him to disarm them again, and to permit no one to carry arms in the street that day, which he agreed to do. But I perceived that the people were excited, and that it was necessary to be prepared for protecting ourselves there.

Not getting any telegraphic or other advices from the scene of riot, I was at a loss what to do with the express train; I supposed that the riot was over, and that the goods would be required to go on board of the steamer; I therefore put a few armed men on the train, and started it over the road with directions to feel their way; not to get into any difficulty, but to protect themselves as far as possible. The train in coming over the night before found that news of the riot had reached the summit before them, and I feared that there might be some rising of the natives along the line.

On the arrival of this train at Mamai they met a train coming from Panama, with directions from Mr. Center not to have any freight sent to Panama; that the steamer had sailed, and the freight and some baggage, which fortunately had escaped robbery, would be kept over.

The excitement of the night before and the exertion I made the morning of the 16th laid me up for that day. I intended to have accompanied the freight train, but found I was not able to do so, and moreover I feared that my presence might be required in Aspinwall. I feared, also, that I might hear news from the scene of riot which would require me to raise such force as I could and proceed to Panama, for all which I prepared as best I could under the circumstances.

On the 17th I came here, where I have since remained.

I have made a protest to the governor, and have corresponded with him in regard to the future protection of the company, copies of which I send you. Messrs. Center and Nelson send you detailed accounts of the riot, and the consul has been taking the requisite depositions for laying the matter before the government.

The San Francisco passengers, per Golden Age, started from here this 4 p. m., a guard of the citizens of Panama having been stationed on and about the depot.

The governor and citizens of Panama are thoroughly terrified at the result of the riot, although some of them did what they could to excite it. They know that the St. Mary is expected here daily, and they

fear the retribution they deserve. The charges brought against the governor in my protest are all substantiated by indisputable evidence. The captain of the police himself made the declaration to Consul Ward, in the presence of seven witnesses, that the governor ordered him to fire upon the depot, and is to extend his deposition to that effect before the proper authority.

It is proven beyond a doubt that the affray originated in a native firing at one of the passengers, who had some words with a woman about the purchase of something.

And, from all the facts, there is no doubt that the riot was *premeditated;* the time between the firing of the first pistol, the ringing of the alarm bell, (which is over a quarter of a mile distant,) and the rush to pull down the houses being variously stated at from five to ten and fifteen minutes.

The authorities have not yet, nor do they appear to, make any arrests of the rioters. I have taken pains to collect such names as I can, and when the St. Mary comes in, it appears to me, that we should demand their arrest. My list will include some citizens of Panama, who are considered respectable and influential, one of whom made the mob a speech against the passengers, and furnished them powder and balls. But I consider the governor most culpable of all. He gave way to the mob, fearing his own life, it is true; and the balls of the police caused the greatest slaughter. The firing upon the depot, filled, as it was, with passengers, was a horrid act, which no threats by the mob can excuse him for ordering, or even permitting. He should have risked his life in its defence, if by so doing he could have prevented it.

20th.—The Uncle Sam came in this morning, and the passengers (four hundred) will go over to Aspinwall this afternoon, whom I shall accompany.

Very respectfully, G. M. TOTTEN,
Chief Engineer.

DAVID HOADLEY, Esq.,
President Panama Railroad Company.

No. 3.

Mr. Nelson's affidavit.

NOTE by Department of State.—This document will be found with Mr. Hoadley's letter of the 2d of May past.

I am commercial agent of the Panama Railroad Company. I live in Panama. I was at the railroad station all day on the 15th instant. A little before dusk, on the afternoon of that day, I was standing on the railroad pier conversing with Captain A. McLane, agent Pacific Mail Steamship Company, and A. J. Center, esq., superintendent of

the railroad, when I saw a commotion among the passengers who had just arrived from Aspinwall to embark on the steamer John L. Stephens. The passengers were near the railroad office, getting their tickets registered. I saw several natives and passengers running from the station towards the town. Captain McLane ordered the master of the steamer Taboga, James Coopland, to go and inquire what was the matter. He returned and stated that a difficulty had occurred between a passenger and a native; the native attempted to steal a watermelon; a pistol had been discharged, and a man was very slightly wounded. While still conversing with Captain McLane and Mr. Center, I heard the bell of Santa Anna toll an alarm for fire, and almost simultaneously saw groups of natives running towards the station, through the Cienaga and by the beach. I heard and saw the mob of natives breaking open the frame buildings near the depot; I heard several shots fired. I am satisfied that, from the time the difficulty arose till the time of the plundering of the frame buildings, not over fifteen minutes elapsed. The passengers commenced running to the wharf to embark on board the steamer Taboga; I left the wharf with Mr. Center and Captain McLane. Several of the natives employed by the Pacific mail company jumped from the wharf and tried to run to the seat of the disturbance. Captain McLane ordered the men to return and stay on the wharf; they did so; Captain McLane then told a boatman in the employ of the Pacific Mail Steamship Company, called Marcelino, to run to the town and inform Colonel Garrido, the chief of police, of the disturbance, and request him to come as quickly as possible to quell it.

We proceeded to the office of the railroad company, found many passengers still there much alarmed at the disturbance. We heard the mob was plundering Captain McAllister's store, and the Pacific House, and was coming to attack the station; we heard shots from time to time in the Cienaga. I entered the railroad office; it was filled with passengers, asking for arms and ammunition—all much alarmed. There were no arms in the office belonging to the company, but I saw a double-barrelled gun, a pair of pistols, and a sabre, belonging to some of the officers, about a couple of pounds of gunpowder and a few pistol bullets, fourteen old muskets, the property of H. H. Munro, were stored in the office; they were old and dirty, had been hanging up in the office at least four months, and must have been rusty and unserviceable. I know this from having been in the office nearly all day. There were likewise a pistol, a small sized revolver, and a rifle, in the office, in a state quite unfit for use. The muskets were loaded by the persons inside of the office, and I saw several passengers with some of these muskets afterwards. I left the office and proceeded to the yard in front; Colonel Ward, the United States consul and his secretary, Mr. Sabla, arrived on horseback; a few of the passengers were then outside the depot, armed with pistols; some of them insisted on going to the Cienaga in search of their wives and children, (who had been left in the hotels near the station when they were attacked by the mob,) as they feared they had been murdered by the natives. Colonel Ward, Mr. Center, and Captain McLane tried to prevail on the men to be quiet, and wait with pa-

tience, but the men would not listen, or come inside the gate as requested. An old carronade, half buried in the sand, was loaded with gunpowder and a few rivets by some men in the yard and dragged outside the gate. I heard Colonel Ward, Mr. Center, and Captain McLane give orders that the gun should not be fired. Colonel Ward desired his secretary, Mr. Sabla, to go to the Cienega, see if the governor was there, and request him to come and see him. Mr. Sabla left for that purpose; everything was quiet then at the station; there was no firing going on, and we all endeavored to allay the excitement of the few persons outside the gates of the depot, who wished to march to the Cienega to look for their friends who had been left in the hotels.

After waiting some time, and Mr. Sabla not returning, I went with Colonel Ward into the Cienaga. We entered to a few yards beyond the Pacific House; saw that place, and Captain McAllister's store broken open and plundered; while standing in the street, saw a group of natives armed, advancing towards us from among the cane huts to our right; I cried to them in Spanish not to fire, that we were friends; but almost immediately heard discharge of fire-arms, and the balls whistling past me and through the cane huts; saw the Colonel's horse rear as if he had been struck; I jumped to the right to get out of the line of fire; saw many armed natives among the huts; I expostulated with them and said Colonel Garrido and the police had been sent for, and not to fire as they were doing, but to wait till the police came; I was ordered to leave; they would not listen to me; I turned to go back to the depot. On the way saw a native posted behind a large tree loading a musket which he had just discharged at the freight house; I remonstrated with him; he replied he had been fired on by Americans, and would revenge himself by firing on them. Heard many shots from the Cienaga; saw and heard more from the railroad premises. The man with the musket who appeared to recognize me, told me to go home and not go near the station that night, as it would be attacked, and I would probably get killed; I walked off towards the freight house; the man I had conversed with, cried to me to keep the path to the left; I did so, and got to the track about 100 yards beyond the freight house. I entered the freight room, and while there, a passenger had his arm broken by a musket ball fired from the Cienaga. I left the freight house and proceeded to the yard, where I found Colonel Ward, Captain McLane, and D. M. Corwine, esq., and others. I told them the depot would be attacked. An incessant fire was kept up from the Cienaga on the houses and the yard; I heard the balls crashing into the boards; many balls came though the yard; a man in the employ of the Pacific Mail Steamship Company was wounded by my side; saw others wounded; got under the lee of the soda water shop of a man to be out of the range of the balls; shortly afterwards, finding the balls came in a more slanting direction, as if the persons firing were surrounding the station houses, I, together with Colonel Ward, Captain McLane, and D. M. Corwine, esq., who were with me in the yard, got under the shelter of the end of the company's old mess house; the fire still continued from the Cienaga, and was not replied to from the station, so far as I could perceive or believe; it increased in rapidity, and balls came whistling

through the covered part of the track in the depot to where we were; got behind the mess house; heard the bugle of the police in the Cienaga. We all said "the matter is now at an end, the police has come to our assistance." The firing became more rapid, and the sound of the discharges was like the volley of troops, the bugle of the police sounding all the while. Waited in the expectation of the police putting a stop to the outrage; heard the sound of breaking into the freight room; supposed then the police had joined the mob or protected them; the firing ceased and the plundering commenced. Aware that nothing could be done by us then to stop the plundering, and being unarmed, we returned to the city by the beach, with the intention of supplicating the governor to come to the Cienaga, to stop further outrage if he could. Colonel Ward, Captain McLane, D. M. Corwine, and myself, were together; the consul was on foot. On passing by the ice house we were challenged by several natives lying on the beach; they were armed, and pointed their muskets at us; told them my name; they allowed us to pass; they appeared to us as guard or outpost to the mob or police. We entered the city by the market gate; we went immediately to the governor's house to request his influence and assistance; the people in the house told me he was not at home. On getting to the door found about a dozen or fifteen men armed with muskets; they told us they were going to the Cienaga; had come to see the governor, who had promised them ammunition, but as he had not given it them, they were going to buy it themselves at their own expense. We were told that the governor was in the street of San Juan de Dios by a gentleman we met; Colonel Ward, Captain McLane, and myself proceeded there; found the governor surrounded by armed men, to whom he was talking. We explained to the governor our motives for calling on him, and our wish that he should accompany us to the railroad station, to use his influence to put an end to further outrages. The governor told us he had already been to the Cienega, and that while walking towards the station, in company with Mr. Sabla and Mr. Obarrio, to meet the American consul, he had been fired at by the Americans; Mr. Obarrio and Mr. Sabla were wounded, and he escaped with a ball in his hat. We told him that there were many inoffensive and defenceless women and children at the station, who would be murdered unless some steps were taken to quiet the mob. The governor told us he would go to the Cienega with us and do all he could; Captain McLane and myself accompanied the governor; the armed men went with us to the Plaza St. Ann, where we left them; they appeared to be very insubordinate, and showed little respect for the governor. On passing the Ocean House of Lestrade, saw men engaged plundering it; behind the house and on the beach we saw an iron cannon; a person named Dolores Urriola was pointing it at the Taboga and her passengers; he said he had loaded it himself with five thousand buckshot; we remonstrated, and told him there were many helpless women and children on board; the governor told him if he fired he would kill his own countrywomen, as two were on board the steamer, mentioning the names of two ladies from Panama. The governor ordered the gun to be removed; *the men refused to* obey him; Urriola said the

gun was his property, and no one had a right to give orders respecting it; although the men refused to remove the gun, they promised that it should not be fired. From these men we learned that Colonel Garrido had sent or gone on board the Taboga and taken away the arms of the passengers and a small gun belonging to the steamer.

Captain McLane and myself left the governor and proceeded to the depot by the beach; found Colonel Garrido and the police drawn up in front of the steps leading to the track; the police were armed with muskets and bayonets; I could hear the noise of the mob, pillaging the freight room; the police were much excited, and wished to attack the upper story of the building; they wanted to fire into it; they alleged a shot had been fired at them from the upper story. We spoke to Garrido, asked him for a lantern, and told the police we should go up stairs and guarantee no more shots should be fired from above. We mounted the staircase and found some of the upper rooms crowded with men, women and children; one of the rooms contained murdered men. We told the people not to fire, but to remain quiet. They said they had never fired on the police or from these rooms. We returned and saw Colonel Garrido and told him what we had seen; Captain McLane and Colonel Garrido then returned up stairs to release the passengers there; I, myself, remained below with a sentinel to prevent others of the police from entering the building; many of them wished and attempted to do so. The feelings of the police appeared to be unfriendly to the passengers, and it was evident to me that the slightest pretext would lead to another butchery and outrage. From the door where I stood, I could see into the office; the floor was covered with dead and wounded; one of the latter lying near the door moved; the sentinel lifted up his musket and asked, looking at me, *le doy?* shall I kill him? On expressing my horror, he desisted. While posted at the door, Captain McLane and Colonel Garrido being still up stairs, the police suddenly and from some cause unknown to me, presented their muskets at the upper story and were going to fire. I rushed to the edge of the platform and induced them to desist, by crying that Colonel Garrido, their chief, was up stairs and would be killed by their fire. About seventy men, women and children were removed from the upper story and sent on board the steamer Taboga; Mr. Center also came down from the upper story. Captain McLane, Mr. Center and myself then entered the office of the company; the floor was covered with killed and badly wounded; the bodies were horribly mutilated; the persons of all of them had been robbed. I saw the bodies of several others who had been butchered and wounded, lying on the track. The desks and furniture of the office were broken, the papers and books destroyed and torn and scattered over the floor; a hole had been punched into the large safe. During all the time I remained about the building I could hear boxes being broken open in the freight room; the police did not interfere to prevent it; I saw where the mob had attempted to set fire to the freight room; one of the boards was burned and some coals piled there; it was set on fire while the passengers were still in the upper story; the place was pointed out to me by a young man named Feuillet, who told me he had extinguished it. The badly wounded were carried to the

company's mess-room and attended to; others were sent to the steamer "Taboga" and into town.

On leaving the depot we learned that many passengers had fled along the beach, towards Paitilla, and that several natives had been seen to go off in that direction, armed with machetes, who were probably going after them to rob them. Captain McLane, D. M. Corwine, Mr. Hollman, and myself, procured the assistance of the prefect, the second in command of the police, and a few others, and went some distance along the beach and through the bushes; found a few passengers; the prefect and lieutenant of police returned with them; the lieutenant of police assured me most positively that the governor, Mr. Tabrega, gave Garrido orders to fire on the depot; the name of the lieutenant of police is Zeferino Nuñez. After the prefect left us we walked as far as the Black rocks; we picked up many passengers on our way who had hid themselves in the bushes; one party of ten or twelve declared they had been robbed by a party of armed men who represented themselves to be policemen; they were forced to pay five dollars each to save themselves from violence. I returned home at about 2 o'clock, a. m.; I saw fifteen dead bodies; I saw many wounded and horribly mutilated; the depot is riddled with balls. No excuse can be made by the government or people of Panama for the horrid butchery and massacre that took place, as the police, at any moment, would have been hailed as friends and defenders had they come on the ground to restore peace; instead of this, they made common cause with the mob by firing into the railroad buildings, which were crowded with defenceless passengers. From my own observations, I should judge that nearly all the killed and wounded were hit by the musket-balls of the police; and it was under cover of their fire that the mob attacked, took, and plundered the freight-house, and office, and the passengers who had sought refuge there.

W. NELSON.

PANAMA, *April* 18, 1856.

I further state that it is my conviction, based on my personal observations and from what I have heard, that the whole outrage was an organized and premeditated attack on the passengers and the railroad for the purpose of robbery and pillage.

W. NELSON.

PANAMA, *April* 18, 1856.

UNITED STATES CONSULATE, *Panama, New Granada:*

Be it known, to all whom it may concern, that this day appeared before me, Thomas W. Ward, consul of the United States, at this port of Panama, in the republic of New Granada, William Nelson, esq., who being duly sworn by me on the Holy Evangelists, declared that the foregoing statement is true and correct to the best of his knowledge and belief, and in my presence signed his name to the

[L. S.] In testimony whereof, I hereunto sign my name and impress my official seal at Panama, this 18th day of April, A. D. 1856.

THOMAS W. WARD.

—

CONSULATE UNITED STATES OF AMERICA,
Panama, New Granada.

I, Thomas W. Ward, consul, do hereby certify that the foregoing is a true and correct copy of the original on file in this consulate.

[L. S.] In testimony whereof, I hereunto sign my name and impress the seal of this consulate at Panama, this 18th day of April, A. D. 1856.

THOMAS W. WARD.

Mr. Marcy to Mr. Ward.

DEPARTMENT OF STATE,
Washington, May 3, 1856.

SIR: I have received your dispatch of the 18th ultimo, and various other documents relative to the revolting outrage committed upon our citizens and the destruction and pillage of their property, committed at Panama on the night of the 15th ultimo. I am directed by the President to express to you his approbation of your conduct on that trying occasion. It appears to him to have been marked with prudence, firmness, and energy. Measures have been already taken by this government to provide for the future security of passengers crossing the isthmus, and the protection of their property. Vessels of war have been ordered to Aspinwall and to Panama, with proper instructions to their commanders to afford efficient aid in any emergency imperilling the lives and property of passengers or American citizens, at either place.

The conduct of the local authority and the natives, or resident people, at Panama appears, by the account this government has received, to have been to the last degree reprehensible on the disastrous night of the 15th of April. The government of New Granada will be held responsible and required to make adequate satisfaction for the injuries and outrages perpetrated against the persons, property, and rights of our citizens.

As there will doubtless be great discrepancy in the statements of the sufferers, and the persons implicated in the massacre and pillage, it is important that you should avail yourself of every opportunity to obtain full, precise, and authentic evidence of the conduct of the parties who participated in the wrongs, tracing as far as practicable the successive events from the beginning to the end of that calamitous scene. As reclamations will be made for the property destroyed or lost by the passengers and resident American citizens, evidence of the amount should also be collected. You will afford to the sufferers all

the aid you can give, to enable them to establish their claims to indemnity.

Steps have been already taken to exact of the government of New Granada, not only the punishment of the offenders in the outrage, but indemnity to those who have been maltreated in their persons or stripped of their property.

I am, sir, very respectfully, your obedient servant.

W. L. MARCY.

THOMAS WILLIAM WARD, Esq.,
United States Consul, Panama.

Mr. Marcy to Mr. Bowlin.

[No. 19.]

DEPARTMENT OF STATE,
Washington, May 3, 1856.

SIR: The government has just received information of the massacre of several of the passengers across the Isthmus, and of resident Americans at Panama, on the night of the 15th ultimo, by the natives or resident population at that place. To these revolting cruelties are to be added the pillage and destruction of a large amount of property. There is not time before the next steamer—which will leave New York on Monday—to furnish you with a statement of the accounts which this government has received of that cruel outrage, in which several lives were sacrificed, and a large amount of property destroyed. You will, doubtless, have received accounts of the lamentable occurrence long before this dispatch will reach you, and will probably have anticipated the instructions herein contained. The evidence here received directly and deeply implicates not only the people, but the civil authorities of Panama, in the barbarous cruelties committed upon the railroad passengers and American citizens, and in the plunder and destruction of property. The president does not doubt that the government of New Granada has acted promptly in this affair; that it has taken the necessary steps to punish the guilty, and that it will be ready at once to indemnify those who have suffered in their persons and property.

You will take the earliest opportunity to make known these expectations of the President, and to express to that government the pain it would give him to learn that there had been any remissness on its part, either in punishing the guilty or indemnifying the injured.

It is important, not only to the United States but to New Granada, that the passage across the Isthmus should be secure from danger of interruption. For this purpose, as well as for the ends of justice, exemplary punishment should be inflicted upon the transgressors, and the responsibility of New Granada for the misconduct of its people should be recognized.

In this case the complaint against the local authorities goes beyond the neglect of their duty, they are charged with active participation in the wanton destruction of human life. It is probable that different versions will be given *to the lamentable affair* of the 15th ultimo, and

that each party concerned will attempt to shift the responsibility of the outrage upon the other. The President may send from the United States a person to Panama to enquire into the facts on the spot where they transpired, yet he deems it proper that you should, after presenting the case to the consideration of the government of New Granada, repair to Panama and carefully examine into the transaction. If you shall find there on your arrival a person sent from the United States you will co-operate with him in the investigation.

This is, as you will at once perceive, a very grave matter, and if not properly conducted may lead to serious consequences. In this light you will present it to the consideration of the government of New Granada. You will make to this department full reports of everything which comes to your knowledge upon the subject.

I am, sir, your obedient servant,

W. L. MARCY

JAMES B. BOWLIN, Esq., *&c.*, *&c.*, *&c.*

34TH CONGRESS, 1st Session. } SENATE. { EX. DOC. No. 69.

MESSAGE

OF

THE PRESIDENT OF THE UNITED STATES,

COMMUNICATING

A report from the Secretary of the Interior containing estimates of appropriations required in fulfillment of treaty stipulations with certain Indian tribes.

MAY 16, 1856.—Read, referred to the Committee on Finance and ordered to be printed.

EXECUTIVE OFFICE, *Washington, May* 16, 1856.

To the Senate and House of Representatives:

I communicate to Congress a report from the Secretary of the Interior, containing estimates of appropriations required in the fulfillment of treaty stipulations with certain Indian tribes, and recommend that the appropriations asked for be made in the manner therein suggested.

FRANKLIN PIERCE.

DEPARTMENT OF THE INTERIOR,
City of Washington, May 16, 1856.

SIR: I have the honor to lay before you, herewith, a communication from the Commissioner of Indian Affairs, transmitting certain estimates of appropriations required for the Indian service, some of which are for the fulfillment of treaties recently negotiated, and others, which it was impracticable to submit at the commencement of the session, for want of the requisite information from the distant territories.

Under the treaty recently entered into with the Chickasaws and Choctaws, the sum of two hundred thousand dollars is to be paid to the Chickasaws, in such manner as their general council shall direct, and that sum is embraced in these estimates. Certain facts have been disclosed to the department, however, relative to liabilities represented to have been incurred by the Chickasaw delegation in effecting the treaty, which demand special attention. In order, therefore, to a proper understanding of the whole matter, I have caused the estimates to be accompanied by a copy of the correspondence of the department

on the subject, and would recommend that Congress, in making the appropriation, enact that the money shall not be paid over to the authorities of the tribe until the whole subject, and the action of the department thereon, shall have been fully submitted to the Indians in general council assembled, so that the direction of the council, contemplated by the treaty, shall be given advisedly.

No similar liabilities are known to have been incurred by the Choctaws, but it might, nevertheless, be well to attach a similar provision to the appropriation for the amount to be paid to them.

I am, sir, respectfully, your obedient servant,

R. McCLELLAND, *Secretary*.

To the PRESIDENT.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, May 13, 1856.

SIR: I transmit herewith certain estimates for appropriations which, in addition to those transmitted to you on the 23d of October, 1855, will be necessary for the Indian service for the year ending 30th of June, 1857.

It is to be observed, that a large amount of the money now asked for is to fulfill the stipulations of treaties entered into recently. The amounts required for the service in the distant territories, which, for reasons stated in my letter of the 23d October last, I was then unable to estimate for, are also included.

Your attention is called to the correspondence with the Choctaw delegation, with reference to the time at which the United States should commence the payment of interest provided by the treaty of June 22, 1855, upon certain trust funds therein referred to.

I have estimated for the payment of the interest from the date of the ratification of the treaty, while they claim that it should run from the date of the execution of the instrument.

In view of the facts disclosed in the correspondence with the Chickasaw delegates, in relation to the payment of money to parties whose names they are unwilling to disclose, it is my opinion that in making the appropriations necessary to fulfill the stipulations of the treaty of June 22, 1855, between the Choctaw and Chickasaw Indians and the United States, Congress should provide that no part of the money appropriated should be paid by the authority of the department, or the council of either tribe, for any services, such as those indicated by such correspondence.

Very respectfully, your obedient servant,

G. W. MANYPENNY, *Commissioner*.

Hon. R. McCLELLAND, *Secretary of the Interior*.

CITY OF WASHINGTON, D. C., *May* 13, 1856.

SIR: There is a point connected with the late treaty with the Choctaws and Chickasaws to which, if only out of abundant caution, we desire respectfully to call your attention.

By the 21st article, the treaty, when ratified, was to take effect and be obligatory on the contracting parties from the date thereof. It having been ratified, all its executory provisions and stipulations, therefore, relate back to and must be made to take effect from its date, so far as the nature of those provisions and stipulations will admit of its being done.

Under the 8th and 10th articles of the treaty, the Choctaws became entitled to the sum of $750,000, their right thereto, by the 21st article, vested and took effect from the date of the treaty, though no part of the money was to be paid till after the ratification of that instrument; the prescribing of the time of payment was a mere incident, or at most only a condition in regard to the disposition of the money, and in no respect enters into the determination of the time when the right of the Choctaws to it commenced. A subsequent article of the treaty, the 13th, comes in, however, and modifies and changes the 8th and 10th articles, so far as regards the payment of a portion of this money; by it the sum of $500,000 is not to be paid over to the Choctaws at all, but is to be retained and held in trust by the government, at an annual interest of not less than five per cent. Here, then, is the creation of a trust in regard to that portion of the money, in lieu of the obligation to pay it over to the Choctaws at a particular time. According to the 8th and 10th articles, that obligation is blotted out, and another substituted in place of it, that of holding the money and paying an annual interest on it. The $500,000 is not only not payable to the Choctaws, but it has not even to be appropriated by Congress; it remains intact in the Treasury of the United States.

The trust thus created is an executive provision of the treaty, and as it can take effect from the date of the treaty, the 21st article thereof requires that it shall be made to commence and take effect at and from that time; this being the case, we respectfully submit that the Choctaws are entitled to the interest payable on the $500,000, from the 22d of June, 1855, the date of the treaty.

Should it have been the intention of the department to adopt this view of the subject, and this communication, therefore, be an unnecessary proceeding on our part, we hope the zeal for the interests of our people whom we represent will be a sufficient excuse for troubling you with it.

With high respect, your most obedient servants,

P. P. PITCHLYNN,
ISRAEL FOLSOM,
Choctaw delegates.

Hon. G. W. MANYPENNY,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, May 13, 1856.

GENTLEMEN: I have to acknowledge the receipt of your letter of this date, expressing your opinion in regard to the time from which interest commences to run upon the $500,000, which, it is stipulated in the 13th article of the treaty of June 22, 1855, with the Chickasaws and Choctaws, shall be held in trust by the United States.

The 10th article of the treaty is indeed modified by the 13th article, but both should be construed together, so as, if possible, to give to each its full effect and meaning. So also in construing the 10th, 13th, and 21st articles together, full effect should be given to all.

The view which I take of the case is this: The 21st article declares that the "convention" "shall take effect and be obligatory on the contracting parties from the date."

The date of the treaty is fixed as the date of the obligation of the parties, but when a time subsequent thereto is determined by other terms of the treaty, or by the fair meaning and intendment of them respecting acts thereafter to be done, and which can only be done after that time, the time of the fulfillment is controlled, and is not carried back to the date of the negotiations.

In this case the future tense is persistently used throughout the entire instrument in regard to payments and the settlement of conflicting claims, and article 10 provides a time when the consideration to be paid by the United States to the Choctaws shall be discharged. That time is "as soon as practicable after the ratification of this convention."

Article 13 uses the future tense as to sundry payments therein mentioned, but provides that "the funds now held in trust by the United States" "shall continue to be so held; together with the sum of $500,000, payable to them under articles 8 and 10 of this agreement." It will thus be observed that the same article which provides for the payment provides a time for it; and that time is subsequent to the ratification of the convention.

The 13th article recognizes, within its own terms, the full effect to be given to the 10th, and I cannot regard the United States as liable to pay the "interest" on a fund which she holds in trust, before she is in receipt of the principal of the fund itself.

The principal would not be payable to the Choctaws till after the ratification of the instrument, and my opinion is that the interest does not commence to run before the time at which the principal is made payable.

Any other view of the case does not, I think, give due force and effect to the 10th article of the convention.

Very respectfully, your obedient servant,
GEO. W. MANYPENNY, *Commissioner.*

P. P. PITCHLYNN and
ISRAEL FOLSOM, Esq'rs,
Choctaw delegates, present.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 4, 1856.

SIR: Referring to previous communications from this office, in reference to the application of the Chickasaw delegates to draw a portion of the national fund of their tribe, which is held in trust by the Secretary of the Treasury, I have now the honor to transmit for your information and such action in the premises as may be deemed proper by you, a copy of a communication from the Chickasaw delegation now in this city, Messrs. Edmund Pickens, James Gamble, and Sampson Folsom, on the subject, together with copies of two acts of the Chickasaw general council, approved the 14th and 15th December, 1855, and the original of another act of the 21st of December, 1853, to which the one of the 15th December, 1855, refers.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. MCCLELLAND,
Secretary of the Interior.

WASHINGTON CITY, *April* 1, 1856.

SIR: Inasmuch as the treaty of June 22, 1855, between the United States and Choctaw and Chickasaw tribes of Indians, has been ratified by the Senate without amendment, the principal duty remaining to be performed by the undersigned, as delegates of the Chickasaw tribe, is to discharge without delay sundry liabilities necessarily incurred by the Chickasaws in order to bring about the long desired separation between them and the Choctaws, and the consequent permanent settlement of their tribe, as contemplated by the treaties of 1834 and 1852, and now happily consummated by the treaty of 1855. To this end we have the honor to lay before you an authenticated copy of an act of the general council of the Chickasaws, passed December 15, 1855, and referring, in connexion therewith, to another act passed the 14th, same month, and heretofore filed in your office, for our authority in the premises, we respectfully request that there be paid, out of the Chickasaw national fund, held in trust by the United States, the sum of ($300,000) three hundred thousand dollars, one half thereof to the Choctaws, as provided in the 8th article of the treaty of 22d June, 1855, and the other half to the undersigned.

In disposing of stocks to realize the sum required, we trust the government will use such as command the highest premium, as otherwise the fund will be unnecessarily diminished.

As the ($200,000) two hundred thousand dollars stipulated to be paid the Chickasaws, in the 10th article of the treaty of 1855, have not been appropriated by Congress, and may not be for several months, we deem it premature to take any action at present upon the subject of that fund.

In conclusion, we have also to request that there be paid to the un-

dersigned the amounts to which they are individually entitled, as delegates, for salary, travelling expenses, &c.

Your prompt attention to these matters will confer a favor for which the undersigned will be duly grateful.

We have the honor to be, very respectfully, your most obedient servants,

EDMUND PICKENS, his x mark.
JAMES GAMBLE,
SAMPSON FOLSOM,
Delegates.

Hon. GEO. W. MANYPENNY,
Commissioner Indian Affairs, Washington city, D. C.

Whereas, on the 22d day of June, 1855, a treaty was concluded at the city of Washington by and between George W. Manypenny, Commissioner on the part of the United States, and Peter P. Pitchlynn, Samuel Garland, Israel Folsom, and Dickson W. Lewis, commissioners on the part of the Choctaws, and Edmund Pickens and Sampson Folsom, commissioners on the part of the Chickasaw tribe of Indians:

And whereas, in the eighth article of said treaty it is stipulated that the sum of one hundred and fifty thousand dollars shall be paid to the Choctaws, in such manner as their national council shall direct, out of the national funds of the Chickasaws, held in trust by the United States, immediately upon the ratification of said treaty, in consideration of certain rights and privileges granted to the Chickasaws:

And whereas, the latter clause of the fifth article of the treaty made at Washington city on the 22d day of June, 1852, between Kenton Harper, commissioner on the part of the United States, and Edmund Pickens, B. S. Love, and Sampson Folsom, commissioners on the part of the Chickasaws, it was provided that so much of said fund as the Chickasaws may require for the purpose of enabling them to effect a permanent settlement of their tribe, as contemplated by the treaty of 1834, shall be subject to the control of their general council:

And whereas, it is the desire of the Chickasaws to organize and establish a government in pursuance of the several provisions of said treaty, as soon as it is duly ratified by the Senate and President of the United States: Therefore,

Be it enated by the Chicasaws in general council assembled, That the sum of one hundred and fifty thousand dollars be, and the same is hereby, appropriated out of the national funds of the Chickasaws held in trust by the United States, and placed subject to the control of the President of the United States, for the purpose of carrying into effect the stipulations contained in the eighth article of the convention of 22d June, 1855, so soon as they shall receive the sanction of the President and Senate of the United States.

And be further enacted, That the sum of five thousand dollars be, and the same is hereby, appropriated out of the national funds of the

Chickasaws accruing under the tenth article of the treaty of 1855, held in trust by the United States, for the purpose of enabling them to ordain and establish a constitution and laws for their government, as contemplated by the fourth article of the convention of the 22d of June, A. D. 1855, and to support and carry the same into successful operation.

And be it further enacted, That Sampson Folsom, Edmund Pickens, and James Gamble, be, and they are hereby, constituted and appointed delegates for the Chickasaw tribe of Indians to represent such tribe near the government of the United States at Washington city, with full power to agree to and concur in any amendments or supplemental articles that may be proposed by the Senate of the United States to the convention concluded at Washington city on the 22d day of June, 1855, which, in their judgment, may be proper and advantageous to the Chickasaw people; and in conformity with the powers vested in the general council of the Chickasaws, the said delegates or a majority of them are hereby authorized and empowered to make a requisition upon the treasury of the United States for the sum of money appropriated by the second clause of this act, and to receive and receipt for the same in the name and by the authority of the general council of the Chickasaws, holding themselves accountable to the Chickasaw council for its faithful application to the purposes specified.

Be it further enacted, That the aforesaid delegates be, and they are hereby, authorized and empowered to invest the two hundred thousand dollars, or so much thereof as they may deem proper, of the lease money, to be paid by the government of the United States, upon the ratification of said treaty of 22d June, 1855, in accordance with the stipulation contained in the tenth article of said convention.

Be it further enacted, That in consideration of the foregoing services of the delegates aforesaid they shall each be entitled to receive as salary the sum of eight hundred dollars, and two hundred dollars for travelling expenses, and fifteen dollars per week for boarding during their stay at Washington city, to be paid out of the Chickasaw national funds as heretofore in similar cases.

Approved. J. McCOY, *President.*

Attest: CYRUS HARRIS, *Secretary.*

Approved by D. COLBERT, *Financial Chief.*

DECEMBER 14, 1855.

I hereby certify that the foregoing is a correct copy of the original act passed by the Chickasaw council, December 14, 1855.

DOUGLAS H. COOPER,
United States Indian Agent.

TISHOMINGO, C. N., *January* 13, 1856.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 4, 1856.

I, George W. Manypenny, Commissioner of Indian Affairs, do hereby certify that the foregoing, purporting to be a copy of an act of the Chickasaw council, approved the 14th day of December, 1855, with the certificate of Agent Douglas H. Cooper attached, is a true copy of the one on file in this office.

GEORGE W. MANYPENNY.

Whereas, the Chickasaws, in general council assembled, on the 21st day of December, 1853, did set apart the sum of three hundred thousand dollars to carry into effect certain objects then in contemplation by the Chickasaws relative to the political connexion between the Choctaws and Chickasaws; and whereas a convention and agreement have been made between the United States, the Choctaws, and the Chickasaws, under date of the 22d day of June, A. D. 1855, and the Senate and President of the United States ratifying the same, the said political convention between the Choctaws and Chickasaws shall thereby dissolve to all intents and purposes. Now, therefore,

Be it enacted by the Chickasaws in general council assembled, That the sum of three hundred thousand dollars set apart to effect a political separation between the Choctaws and Chickasaws, as by an act of the Chickasaw council at Post Oak Grove, Chickasaw district, Choctaw nation, on the 21st day of December, A. D. 1853, be, and the same is hereby, appropriated to satisfy and clear up certain contracts which the council have authorized, the same to be made in good faith.

And be it further enacted, That the delegation appointed by the present session of the council to visit Washington city be, and they are hereby, fully authorized to make a requisition for the amount on the Chickasaw fund to the proper authorities of the government of the United States, and render such necessary receipts as may be required of them, in order to carry into effect the object herein expressed.

And be it further enacted, That the delegation referred to in this act be also, and they are hereby, authorized to invest the whole, or so much thereof of the lease money as contemplated in an act passed the council on the 13th day of December, 1855, of the present session, after deducting the five thousand dollars to be sent out for the purpose expressed in the second clause of said act: *And be it further enacted*, That this act is to be construed and understood to mean that no money is to be drawn out of the Chickasaw funds, unless the treaty of 22d day of June, 1855, between the United States, the Choctaws and Chickasaws, is duly ratified by the Senate and President of the United States.

And be it further enacted, That in case of death, resignation, or inability of any of the aforesaid delegates, the financial chief of the Chickasaws shall have full power to fill all vacancies, who, when ap-

pointed, shall be vested with the same power and authority as those appointed in the original act creating a delegation.

And be it further enacted, That the one hundred and fifty thousand dollars to be paid the Choctaws, under the 8th article of the convention of June 22, 1855, is included in the three hundred thousand dollars appropriated under the first section of this act; said appropriation is specified in an act creating a delegation to visit Washington city, bearing date December 14, 1855.

JAMES McCOY, *President.*

Attest:

C. HARRIS, *Secretary.*

Approved December 15, 1855.

D. COLBERT, *Financial Chief.*

TISHOMINGO, C. N., *January* 13, 1856.

I hereby certify that the foregoing is a correct copy from the original act as passed by the Chickasaw council. Approved December 15, A. D. 1855.

DOUGLAS H. COOPER,
United States Indian Agent.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 4, 1856.

I, George W. Manypenny, Commissioner of Indian Affairs, do hereby certify that the foregoing, purporting to be a copy of an act of the Chickasaw council, approved the 15th day of December, 1855, with the certificate of Agent Douglas H. Cooper attached, is a true copy of the one on file in this office.

GEORGE W. MANYPENNY.

Whereas, by the 5th article of the treaty between the Chickasaws and the government, concluded at Washington city on the 22d June, 1852, it is provided that so much of the national fund of the Chickasaws as they may require for the purpose of enabling them to effect a permanent settlement of their tribe, as contemplated by the treaty of 1834, shall be subject to the control of their general council; and whereas, Sampson Folsom, Benjamin S. Love, Edmund Pickens, James T. Gaines, Jackson Frazier, and Winchester Colbert, have been duly appointed commissioners on the part of the Chickasaws to conclude a treaty with the Choctaws for effecting the settlement aforesaid; and whereas, it is necessary that the sum of three hundred thousand dollars, for the purpose aforesaid, shall be placed at the disposal and under the control of said commissioners; therefore,

Be it enacted by the Chickasaws in general council assembled, That the government of the United States, or the proper department at Washington, be requested to transmit as soon as practicable the aforesaid sum of three hundred thousand dollars to the agent of the United States for the Chickasaws, at his agency, to be by him held subject to the order or drafts of the aforesaid commissioners, and they are hereby authorized to make the necessary requisition for the same. Should the said commissioners fail in negotiating said treaty, the said three hundred thousand dollars to be returned to the government to be reinvested until called for.

Passed the council. J. KEMP, *President.*

Attest: HOLMES COLBERT, *Secretary.*

Approved December 21, 1853.

J. FRAZIER, *Financial Chief pro tem.*

I certify that the above is the original act passed by the Chickasaw council, and that the above signers were officers of said council at that time.

A. J. SMITH, *Chickasaw Agent.*

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 21, 1856.

GENTLEMEN: A copy of your letter of the 1st, addressed to this office, in reference to your application to draw a portion of the national fund of your tribe, was, on the 4th instant, sent to the Secretary of the Interior, and by him referred, with my letter accompanying it, to the Secretary of the Treasury, and all the papers relating to this subject returned to me, with a communication from the Secretary of the Interior, dated the 17th instant, requesting that I submit my opinion in the matter, and that you be called upon for information as to the disposition you intend to make of the money for which application has been made.

I have to suggest that you inform me of the specific purposes you desire to apply the $150,000 asked for, in addition to the like sum stipulated to be paid to the Choctaws by the treaty of 1855.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY, *Commissioner.*

Messrs. EDMUND PICKINS,
JAMES GAMBLE, and
SAMPSON FOLSOM,
Chickasaw delegates, present.

WASHINGTON CITY, *April* 21, 1856.

SIR: We have the honor to acknowledge the receipt of your letter of this date, requesting us, by direction of the Secretary of the Interior, to inform you of the "specific purposes" to which we desire to apply the $150,000 asked for by us, in addition to the like sum stipulated to be paid the Choctaws by the treaty of 1855.

The act of the Chickasaw council authorizing us to call for this money and our letter of the 1st instant making the requisition, clearly indicate the general purpose for which it is required, and we therefore conclude that the object of your request is to ascertain the individuals to whom the money is to be paid. We are very sorry that the honorable Secretary has thought proper to direct such a request to be made, for it places us in the painful dilemma of either refusing what he asks or of violating confidence in a manner disgraceful to us and treacherous towards a number of our oldest and best friends. We cannot doubt that the honorable Secretary will, on reflection, commend us for preserving our faith and being true to those who have been true to us.

It has long been known by those familiar with the subject, that the Chickasaws could not possibly regain their independence without the liberal use of secret service money, and hence a provision was inserted in the treaty of 1852 giving them the control of so much of their national fund as they might require for that purpose.

We assert, what we are able to prove, that the proviso to the 5th article of the treaty was put there for that very purpose and no other.

With a knowledge of this fact, the Chickasaws have steadily persevered in their endeavors to achieve their independence, and by the promise to the Choctaw nation, and to individuals, of a large amount, they have at length succeeded in accomplishing the object for which they have struggled so long.

But we can safely aver that the treaty of June last would never have been made, and the Chickasaws would not have secured their independence, unless the liabilities we now desire to pay had been incurred.

We therefore submit that it ill becomes the government of the United States, being a party to the treaty and enjoying its benefits, to withhold from the Chickasaws the money necessary to discharge said liabilities—thus forcing our people, contrary to their rights and feelings, to violate promises they have faithfully made, and, as honest men, are anxious to fulfill. In the exercise of what they consider their unquestionable right, they "require" the money for the "purpose" stated. It is for the government to decide whether they shall have it.

We are, sir, very respectfully, your most obedient servants,

EDMUND PICKENS, his x mark,
JAMES GAMBLE,
SAMPSON FOLSOM,
Chickasaw Delegates.

Hon. GEORGE W. MANYPENNY,
Commissioner of Indian Affairs, Washington.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, April 23, 1856.

SIR: I have the honor to return, herewith, the papers in the matter of the application of the Chickasaw delegation to draw the sum of $300,000 of their national fund, which were referred by you to this office on the 17th, accompanied by a letter from the Secretary of the Treasury of the 11th instant.

In obedience to your request, I called upon the delegation for information touching the disposition they intended to make of the money for which they applied, and I herewith transmit a copy of my letter to them, dated the 21st instant, and also of their reply of the same date.

In relation to the liabilities which the Chickasaw delegation say they have incurred, and which they wish to discharge, I have only to say that I am ignorant entirely; and as the Commissioner on the part of the United States who negotiated the treaty of June last with the Choctaw and Chickasaw delegates, I deem it but just to myself to declare that in the course of the negotiations no occasion, in my opinion, arose for the use of any money, either for secret service or otherwise; and I need hardly add that I should have regarded it as wholly inadmissable to entertain a proposition to pay any man for his influence in bringing about the treaty.

I have not felt at liberty to press the question upon the delegates, especially as they consider that they would "violate confidence in a manner disgraceful to us (them) and treacherous towards a number of our (their) oldest and best friends," to comply with my request; but in view of the statements made in their letter of the 21st instant, I am of the opinion that the Secretary of the Treasury ought not to comply with the requisition heretofore made by the delegates for this money.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. MCCLELLAND,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, April 28, 1856.

SIR: The Secretary of the Treasury, to whom, as the officer of the government in whose name the trust funds of the Chickasaw nation of Indians are held, was referred, on the 9th instant, the application of the Chickasaw delegates to have three hundred thousand dollars worth of their stocks converted into money and paid over to them and the Choctaw nation, in equal moiety, having postponed considering that application until I should request the sale of the stocks in question, I have carefully and fully examined the whole subject, in connexion with your report of the 23d instant, and not feeling justified in preferring that request, I deem it proper to communicate my views to you rather than to the Secretary of the Treasury, in order that they *may,* through you, be made known to the parties interested.

To the request of the Chickasaw delegation, that the sum of $150,000 be paid over to the Choctaws, no objection exists, it being expressly provided for in the 8th article of their treaty of 22d June last, and the Secretary of the Treasury will at once be requested to realize that sum from the sale of such of their stocks as command the highest premium, to be paid to the Choctaws in the manner prescribed in the treaty.

The Chickasaw delegation also request that the further sum of $150,000 may be realized from the same source, and paid over to them, in order to enable them "to discharge, without delay, sundry liabilities, necessarily incurred by the Chickasaws, in order to bring about the long-desired separation between them and the Choctaws, and the consequent permanent settlement of their tribe, as contemplated by the treaties of 1834 and 1852;" and rely upon the proviso to the 5th article of the treaty of 22d June, 1852, for their right to demand, and the duty of the United States to accord, a compliance with that request.

Deeming it a solemn duty on the part of the United States, which may not be avoided, to see that the Chickasaw people suffer no wrong or imposition from any quarter, I directed inquiry to be made of their delegates as to what disposition was designed to be made of the money thus asked for, with a view to satisfy myself whether the liabilities alluded to were "necessarily incurred" in order "to effect the permanent settlement of their tribe." This information they decline to furnish, except in vague and unsatisfactory terms.

The treaty of 1834, looking to the procurement of a home for the Chickasaws, provided for the sale of a portion of their stocks for its purchase, but not without the consent of the President and Senate. The treaty of 1852, it is true, provided that so much of their national fund as they might require for the purpose of effecting their permanent settlement should be subject to the control of their general councils; but, as the treaty of 22d June, 1855, fully accomplished the object of the treaties of 1834 and 1852 in this respect, and only provides for the payment of the Chickasaws of $150,000, as the consideration therefor, the question very naturally suggested itself to the Secretary of the Treasury, looking to the language of the treaties alone, whether any further portion of the national fund of the Chickasaws could be lawfully placed at the disposal of their general council for the purpose of effecting their permanent settlement.

I am inclined to think that the treaty of 1855 does not amount to an abrogation of the proviso in the 5th article of the treaty of 1852, nor as necessarily implying the full execution of the power thereby conferred upon the council to draw upon their national fund for the object specified; but I am clearly of the opinion that it was only intended by the said proviso to place under the control of the Chickasaw council not such sum as they might *demand*, but only so much as they might *actually* and *necessarily need* in effecting the permanent settlement therein contemplated; and furthermore, that in view of the guards thrown around their national fund by previous treaties, it was not and could not have been the design of the negotiators of that treaty to deprive the Chickasaw nation of the guardian protection of the gov-

ernment in this respect, and to place the whole of their tribal funds at the disposal of their national council. While, therefore, I think the trust funds of the Chickasaws are, under the treaty of 1852, still liable beyond the $150,000 specified in the 8th article of the treaty of June, 1855, for any legitimate and necessary expenses or obligations actually incurred in effecting the permanent settlement of the tribe, I cannot, without disregarding the duties devolved upon me, further the request of the delegates until I shall be furnished with the information necessary to enable me to satisfy myself of the legitimacy, necessity, and several amounts of those obligations, and to whom due.

I understand the Chickasaw delegates, anticipating this decision, have desired to be furnished with a copy of the correspondence on the subject, in order that they may report their proceedings to their people. To this there is, of course, no objection, and you will please comply with their reasonable wishes in this respect.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND, *Secretary.*

Hon. GEORGE W. MANYPENNY,
Commissioner of Indian Affairs.

P. S. I send you all the papers in this case, that they may be kept together for convenience of further reference.

Estimate, 1847.

OFFICE SUPERINTENDENT INDIAN AFFAIRS, UTAH TERRITORY,
Great Salt Lake City, July 30, 1855.

SIR: Having been usually required to forward estimates for each fiscal year to the Register of the Treasury, I embrace the present opportunity to place at your disposal the estimate for the fiscal year ending June 30, 1857:

Superintendent's salary - - - - -	$1,000 00
Clerk hire - - - - - -	750 00
Three interpreters, each $500 - - - -	1,500 00
Contingencies, such as necessary expenses, going to and from among the Indians, as messengers, &c. - -	18,000 00
Presents to Indians - - - - -	25,000 00
Salary of Indian agent - - - - -	1,500 00
Salary of Indian sub-agent - - - -	750 00
Expenses contingent of agency and sub-agency -	2,000 00
	50,500 00

BRIGHAM YOUNG,
Governor and ex-officio Superintendent of Indian Affairs,
Utah Territory.

Hon. FINLEY BIGGER,
Register of the Treasury, or
GEORGE W. MANYPENNY,
Commissioner of Indian Affairs, Washington city, D. C.

ıate of funds necessary to be appropriated by Congress for the In-n service in the Territory of New Mexico, for the fiscal year ending ne 30, 1857.

the treaties made with the Indians of New Mexico, during the nt year, be ratified, then the following appropriations will be re-d, viz:

dloro Apaches.—For first of 27 instalments, per 5th ar-e of treaty of June 14, 1855 - - -	$6,000
res Apaches.—For first of 27 instalments, per 5th ar-e of treaty of June 7, 1855 - - - -	6,000
ello Apaches.—For first of 27 instalments, per 6th ar-e of treaty of September 12, 1855 - - -	3,000
joes.—For first of 21 instalments, per 5th article of treaty July 18, 1855 - - - - -	10,000
e Utahs.—For first of 27 instalments, per 6th article of ıty of August 8, 1855 - - - -	5,000
ache Utahs.—For first of 27 instalments, per 6th article treaty of September 11, 1855 - - -	5,000
;eneral incidental expenses of the Indian service in the ·ritory of New Mexico - - - -	25,000
alaries of five Indian agents - - - -	7,750
alaries of six interpreters - - - -	3,000
:al - - - - - - - -	70,750

ɔuld the treaties herein referred to be ratified, then the appropri-for general incidental expenses may be reduced to $12,500.

D. MERIWETHER,
Governor and Superintendent of Indian Affairs in New Mexico.

OFFICE OF SUPERINTENDENT OF INDIAN AFFAIRS,
San Francisco, California, November 1, 1855.

: I have the honor to submit an estimate of the current and con-ıt expenses of the Indian department within this superintend-for the fiscal year commencing July 1, 1856, viz:

y of superintendent - - - - -	$4,000
y of clerk - - - - - - -	2,500
f office rent - - - - - -	2,000
f stationery, fuel, lights, &c., for San Francisco office	650
f messenger - - - - - -	1,200
f 5 physicians, one for each reservation - -	7,500
f 5 sub-agents, for each reservation - -	7,500
f 50 men—laborers - - - -	60,000
f 5 blacksmiths, one for each reservation, at $125 h, per month, is - - - - -	7,500

Pay of carpenters, one for each reservation, at $125 each, per month, is - - - - - -	$7,500
Pay of travelling expenses of superintendent and attendants - - - - - - - -	7,000
Pay of 3 Indian agents - - - - - -	9,000
Pay of provisions for employés - - - - -	17,000
Pay of clothing, blankets, &c., for Indians - -	60,000
Pay of removal and subsistence of Indians - -	31,650
	225,000

It will be remembered that, in submitting former estimates, I have expressed the opinion that the plan of colonization, as adopted in this State, could be made to some extent a self-sustaining system; of the correctness of this opinion the results of the past year afford ample and conclusive proofs.

In submitting estimates therefore for the year commencing July 1, 1856, I have been governed by this principle, and have estimated only for the necessary expense of conducting the reservation—the appropriations already made being sufficient to put them in complete operation.

Of breadstuffs and vegetables of all kinds enough will hereafter be produced on the reserves for the subsistence of all the Indians. At the commencement of the next year it is believed the expenses of the same in this State may still further be reduced.

The purchases of cattle, which have been and will be made out of the appropriations of the last year and the present, will probably be sufficient, with proper economy in their use, to furnish a sufficient supply of beef for the next two years; and should the system now in practice be successful of furnishing beef only to such Indians as perform labor on the farm, of the practicability of which I have no doubt, the expense of supporting Indians in California could not be considered extravagant or burdensome to the government.

In making the appropriation for the service in this State, I would suggest that it be placed under as few heads as possible, for the purpose of simplifying the mode of keeping the accounts.

I have the honor to be, respectfully, your obedient servant,

THOMAS J. HENLEY,
Superintendent of Indian Affairs.

Hon. G. W. MANYPENNY,
Commissioner of Indian Affairs,
Washington City, D. C.

TREASURY DEPARTMENT,
Second Auditor's Office, October 16, 1855.

SIR: As requested by your letter of the 21st August last, I transmit herewith a statement showing the quantity of *stock* and *farming implements delivered* to the Great and Little Osages, in fulfilment of the 4th

stipulation of the 2d article of the treaty of 11th January, 1839, with that tribe of Indians.

With a view to entire accuracy, I have renewed the examination of this subject from the beginning, and after a very careful inspection of the files in connexion with this clause of the treaty, find the result to correspond with the particulars indicated by the enclosed statement.

From this it appears that there is remaining due to these Indians, as provided for by the said treaty stipulation, 446 cows and calves, 1,200 breeding hogs, 700 ploughs, 800 sets of horse gear, 600 axes, and 400 hoes.

The accounts of all the superintendents, agents, and sub-agents into whose hands any funds for this object would probably come, for transfer or disbursement, have been minutely examined, and no payment is discovered to have been made further than those designated by this statement.

On the 25th September, 1850, the sum of $3,500 for this object was turned over by Superintendent Mitchell to Henry Harvey, sub-agent; and on the 14th August, 1851, the sum of $660 was transferred by Harvey to Sub-Agent Morrow, who disbursed $200 of it for the transportation of 100 ploughs to Kansas for the Osages. The said $660 was charged to Morrow under the head of "fulfilling treaties with the Osages;" the residue has not been accounted for by Mr. Harvey.

Very respectfully, your obedient servant,

P. CLAYTON, *Second Auditor.*

G. W. MANYPENNY, Esq.,
Commissioner of Indian Affairs.

Statement showing the quantity of stock and farming implements delivered to the Great and Little Osages, in fulfillment of the 4th section of the 2d article of the treaty with the said Indians of January 11, 1839, *in reply to a letter of the Commissioner of Indian Affairs, dated August* 21, 1855.

Stipulated for by the treaty, viz.			Cows and calves, 1,000.	Breeding hogs, 2,000.	Ploughs, 1,000.	Sets horse gear, 1,000.	Axes, 1,000.	Hoes, 1,000.
By whom delivered.	**When delivered.**	**Where delivered.**	**Cows and calves.**	**Breeding hogs.**	**Ploughs.**	**Sets horse gear.**	**Axes.**	**Hoes.**
Congreve Jackson, sub-agent	May 15, 1840	Osage sub-agency	200	400	...	...	...	...
Robert A. Calaway, sub-agent	April 25, 1842	Trading house	...	...	200	200	200	200
Robert A. Calaway, sub-agent	Aug. 4, 1842	Osage Nation	200	400	...	...	...	...
Wm. J. J. Morrow, sub-agent	Aug. 11, 1851	Not named	154	...	...	...	...	...
Wm. J. J. Morrow, sub-agent	Feb. 21, 1852	Osage Nation	...	...	100	...	200	400
Quantity of stock and farming implements			554	800	300	200	400	600
Quantity of stock and farming implements apparently remaining due			446	1,200	700	800	600	400

TREASURY DEPARTMENT, *Second Auditor's Office, October* 12, 1855.

Laws.	Vol.	Page.	Sect.	Objects and names of tribes.	Acts making provision.	Amount.	Total.
				Choctaws.			
Treaty, pamphlet copy		5 & 6	.....	Balance of $600,000, for relinquishment and lease of lands after deducting $500,000, trust fund.	Articles 8, 10, and 13, treaty June 22, 1855.	$100,000 00	
Do		5 & 6	.....	Interest on $500,000, trust fund, from March 4, 1856, to June 30, 1856, at 5 per cent., for education, and for other beneficial purposes, under the direction of the general council.	Articles 8, 10, and 13, treaty June 22, 1855.	*8,082 19	
Do			.....	Interest on $500,000, trust fund, from June 30, 1856, to June 30, 1857, at 5 per cent., for education, and other beneficial purposes, under the direction of the general council of the Choctaw Nation.	Articles 8, 10, and 13, treaty June 22, 1855.	25,000 00	
Do		8	.....	Expenses of commissioners who signed the treaty of June 22, 1855, in coming to, returning from, and while remaining in Washington city.	Article 22, treaty June 22, 1855.	3,961 50	$137,043 69
				Chickasaws.			
Do		5	.....	$200,000, in consideration of relinquishment and lease of lands.	Article 10, treaty June 22, 1855.	†200,000 00	
Do		8	.....	Expenses of commissioners who signed the treaty of June 22, 1855, in coming to, returning from, and while remaining in Washington city.	Article 22, treaty June 22, 1855.	892 00	200,892 00
				Blackfeet Nation.			
Treaty, manuscript copy			.....	First of 10 instalments, as annuity, to be expended in such goods, provisions, and other useful articles as the President, at his discretion, from time to time may determine.	Article 9, treaty October 17, 1855.	20,000 00	

* See correspondence of Choctaw delegates with the Office Indian Affairs, dated May 13, 1856; copies herewith.
† See correspondence with Chickasaw delegates; copies herewith.

STATEMENT—Continued.

Laws.	Vol.	Page.	Sect.	Objects and names of tribes.	Acts making provision.	Amount.	Total.
Treaty, manuscript copy				First of 10 instalments, as annuity, to be expended in establishing and instructing them in agricultural and mechanical pursuits and in educating their children, promoting civilization and Christianity, at discretion of President.	Article 10, treaty October 17, 1855.	$15,000 00	
				Expenses of transportation, delivery, &c., of annuity goods for the year.		17,000 00	$52,000 00
				Chippewas of Saganaw, Swan Creek, and Black River.			
Do			1	First of 5 equal annual instalments for educational purposes, under the direction of the President.	Article 2, treaty August 2, 1855.	*4,000 00	
Do			2	First of 5 equal annual instalments for agricultural implements and carpenters' tools, household furniture, and building materials, cattle, &c.	Article 2, treaty August 2, 1855.	*5,000 00	
Do			3	First of 10 equal annual instalments, in coin, to be distributed per capita in the usual manner of paying annuities.	Article 2, treaty August 2, 1855.	*10,000 00	
Do			4	First instalment for the support of one blacksmith shop for 10 years.	Article 2, treaty August 2, 1855.	*1,240 00	
Do				For building grist and saw mill, purchase of necessary fixtures and machinery, construction of dam, race, and other appurtenances.	Article 2, treaty August 2, 1855.	*8,000 00	
				For purchasing a saw mill, &c., &c., to be erected and located in pursuance of the amendment of the Senate to article 2d of the treaty of August 2, 1855.	Senate amendment to article 2, treaty August 2, 1845.	*4,000 00	
				For payment of the present just indebtedness of said Indians, &c., in accordance with the 2d amendment of the Senate to the 2d article of the treaty of August 2, 1855.	Senate amendment to article 2, treaty August 2, 1855.	*20,000 00	*52,240 00
				Ottawas and Chippewas of Michigan.			
Do				For payment of the present just indebtedness of	Senate's amendment to	†40,000 00	

				31, 1855.			
Do.			1	First of 10 equal annual instalments, to be expended under the direction of the President, according to the wishes of the Indians, so far as may be reasonable and just.	Art. 2, treaty July 31, 1855.	†15,000 00	
Do.			2	First of five equal annual instalments in agricultural implements and carpenters' tools, household furniture and building materials, cattle, labor, &c., &c.			
Do.			3	First of 10 instalments for the support of four blacksmith shops.	Art. 2, treaty July 31, 1855.	†4,240 00	
Do.			4	First of 10 instalments on $100,000, to be distributed per capita in the usual manner of paying annuities.	Art. 2, treaty July 31, 1855.	†10,000 00	
Do.			4	Interest on $296,000, for one year at 5 per cent. per annum, to be distributed per capita in the usual manner of paying annuities.	Art. 2, treaty July 31, 1855.	†14,800 00	
Do.			5	First of 10 annual instalments on $35,000, to be paid to the Grand River Ottawas, per capita, in lieu of former treaty stipulations.	Art. 2, treaty July 31, 1855.	‡3,500 00	95,540 00
				Stockbridges and Munsees.			
Do.				For the amount to be expended for improvements, &c., as provided in the 4th article of the treaty of February 5, 1856.	Art. 2, treaty February 5, 1856.	41,100 00	
Do.				To enable them to remove to their reservation; provided that the amounts now in the treasury,	Art. 2, treaty February 5, 1856.	§2,575 00	

* See general estimate for 1856–'57, and article 3 of treaty of August 2, 1855. The appropriations now in the Indian bill for the Chippewas of Saganaw, may be stricken out, if these now recommended be inserted.

† See general estimate for 1856–'57, 2d and 3d articles of the treaty July 31, 1855. The appropriations now in the Indian bill for these Indians may be stricken out if these now recommended be inserted.

‡ The $4,300, now embraced in the Indian bill for "fulfilling treaties with the Ottawas" has been divided heretofore between those in Michigan and those that have emigrated; $1,700 being paid in Michigan and $2,600 paid west. In case the appropriation of $3,500, now estimated for, is made, the $1,700 will not be due or needed, and the aggregate of $4,300 in the Indian bill may be reduced to $2,600.

§ By the act of March 3, 1849, an appropriation was made to defray the expenses of the removal of the Stockbridges, as provided in the 8th article of the treaty of November 24, 1848, of which $10,975 is now in the treasury unexpended. By the act of July 31, 1854, an additional sum of $7,000 was appropriated, which also is yet unexpended. These sums, with $2,575 now estimated for, make $20,550, mentioned in the 2d article of the treaty of 1855, to be applied for removal purposes.

STATEMENT—Continued.

Laws.	Vol.	Page.	Sec.	Objects and names of tribes.	Act making provision	Amount.	Total.
Treaty, manuscript copy—Continued.	.....	.....	.....	heretofore appropriated by acts of Congress of March 3, 1849, and July 31, 1854, for the removal of the Stockbridges, may be applied to carrying into effect the 2d and 5th articles of the treaty of February 5, 1856.			
				For payment for improvements on the lands ceded, as provided by the 15th article of the treaty of February 5, 1856.	Art. 15, treaty February 5, 1856.	$5,000 00	
				For purchase of stock and necessaries, and other objects, as provided by Senate's amendment to 2d article of treaty of February 5, 1856.	Senate's amendment, article 2, treaty Febru- 5, 1856.	18,000 00	
				For the expenses of surveying the reservation, and allotting lands to Indians, as provided in the 3d article of the treaty of February 5, 1856; provided that the sum of $2,000, remaining in the treasury, appropriated by the act of March 3, 1849, as the first instalment to "sachems and chiefs," per Senate's amendment to the treaty of November, 1848, now relinquished by the 1st article of the treaty of February 5, 1856, may be applied for the expenses of such survey and allotment.	Art. 3, treaty February 5, 1856.	*1,700 00	
				For the expenses which, in the opinion of the Secretary of the Interior, it may be necessary to incur, to enable him to carry out the 13th article of the treaty of February 5, 1856.	Art. 13, treaty February 5, 1856.	†750 00	$69,125 00

* There remains of the appropriation in the treasury for "carrying into effect," &c., per act of March 3, 1849, the sum of $2,000, which was applicable for the payment of first of ten instalments on $20,000, per Senate's amendment to the treaty of 1848, which is now relinquished by the 1st article of the treaty of 1856.

† In case these appropriations are made, that of $825, now in the Indian bill, for payment of interest on $16,500, now relinquished, (1st article of the treaty of February 5, 1856,) may be stricken from said bill.

STATEMENT—Continued.

. 1.	For the general incidental expenses of the Indian service in the Tertory of Utah, and presents to the Indians in said Territory.—(See note A.)	$45,000 00
. 2.	For the general incidental expenses of the Indian service in the Territory of New Mexico.—(See note B.)	12,500 00
. 3.	For the general incidental expenses of the Indian service in California, embracing expenses of travel of the superintendent and agents, and necessary subsistence of employees.—(See note C.)	27,850 00
. 4.	For the pay of physicians, smiths, carpenters and laborers on the reservations in California.—(See note C.)	82,500 00
. 5.	For defraying the expenses of the removal and subsistence of Indians of California to the reservations in that State.—(See note C.)	91,650 00
. 6.	For the general incidental expenses of the Indian service in the Territory of Washington	30,000 00
. 7.	For the expenses of adjusting difficulties and preventing outbreaks in the Territory of Washington	10,000 00
. 8.	For the general incidental expenses of the Indian service in the Territory of Oregon, transportation, &c	30,000 00
. 9.	For adjusting difficulties and preventing outbreaks among the Indians in the Territory of Oregon	10,000 00
. 10.	To enable the Secretary of the Interior to settle and pay the awards of commissioners on file for reservations, pre-emptions, and for rents and improvements, under the 12th, 13th, and 16th articles of the Cherokee treaty of 29th December, 1835, &c—(See note E.)	5,724 36
. 11.	For purchase of stock and agricultural implements for the Great and Little Osages, to carry into effect the 4th section of the 2d article of the treaty of January 11, 1839.—(See note F.)	15,000 00
. 12.	For liquidated balance found due the Creek Indians for losses sustained during the last war with Great Britain by that portion of the tribe that was friendly to, and co-operated with, the United States, to be paid to those individuals now living, and the legal representatives of those deceased, who are entitled to receive the same, the amount to be refunded to the United States, when returned to the treasury by P. H. Raiford, esq., late Creek agent, or his sureties.—(See note G.)	1,884 00
. 13.	For the re-appropriation of this amount; for the expenses of revising, preparing, and printing a new code of regulations for the Indian Department, in connexion with all laws and portions of laws in force in relation to Indian affairs, duties and responsibilities of superintendents and agents, disbursing and accounting for public money, &c, &c. *Provided*, That the Secretary of the Interior, out of said sum, may allow a reasonable compensation to any clerks or officers he may designate to prepare the compilation, for actual services rendered in that duty, at such times as will not interfere with the proper discharge of the regular duties of their respective stations.—(See note H.)	$2,000 00
. 14.	For payment to the children of John Connoly, being interest on two hundred dollars, per 5th article of the treaty of September 28, 1836, with the Sacs and Foxes of the Mississippi, from January 1, 1838, at six per centum per annum until paid, the principal thereof having been paid under the appropriation per act July 31, 1854.—(See note I.)	225 00
. 17.	For the expenses of surveying the boundaries of Indian reservations and of surveying, allotting, and defining Indian reserves and half-breed lands, and for other incidental expenses of carrying out the recent treaties with the Indian tribes in Michigan, and with the Chippewa Indians of the Mississippi and of Lake Superior, so far as any of the said treaties provide for the survey or allotment of lands or set apart reservations for the tribes or bands.—See note L.)	5,000 00
. 16.	To enable the Secretary of the Interior to redeem the pledges of Governor D. Meriwether, in the articles recently negotioated by him, under instructions given him in pursuance of the act of Congress making appropriations to defray the expenses of said negotiations made to the tribes and bands respectively, with whom	

STATEMENT—Continued.

peaceable relations have been definitely agreed on and now exist, in making to said Indians presents of goods, agricultural implements, and other useful articles, and in assisting them to locate in permanent abodes, and sustain themselves by the pursuits of civilized life.....	35,000 00
Provided that the President may assign to said Indians, or any of them, any unclaimed and unoccupied tract or tracts of land within the Territory of New Mexico, which, in his judgment, may be adopted for their permanent location and support, and on which they may be willing to concentrate; and any tract or tracts, so assigned, shall be and remain for the residence and abode of any such tribe or tribes, or band or bands, and shall not be subject to sale or entry, so long as Congress does not otherwise provide by special enactment.—(See note M.)	
Total.....	1,011,174 05

NOTES.

A.—Reference is had to the estimate of Governor Young, of June 30, 1855, copy herewith; remarking that funds needed for pay of salaries have been included in the general estimates from this office.

B.—The amount estimated for is asked for in a communication addressed to the Commissioner of Indian Affairs by the governor of New Mexico, in September last, copy appended. Should no appropriation be made on item "16" of this estimate, double this sum, viz: $25,000, will be required for this object.

C.—These several amounts are estimated to follow the appropriations of last year, the amounts being made up from the detailed estimate of superintendent Henley, (copy herewith,) dated November 1, 1855.

D.—Nos. 5, 6, 7, and 8. In the absence of estimates from the officers in charge of the Indian service in the Territories of Oregon and Washington, these items are submitted as probably necessary for the ordinary demands of the service during the year.

E.—By operation of the 10th (8th) section of the Indian appropriation act of July 31, 1854, the sum of $31,329 99 was appropriated, and by the 24th section of the act of March 3, 1855, (civil and diplomatic,) direction was given respecting the payment of the money. Valuations, with interest, have accordingly been allowed, so that there now remains but $95 83 in the treasury. Other valuations equally entitled to payment, amounting to $3,440, cannot be paid for want of an appropriation. To settle them, with the interest, as the others have been settled, will require, in addition to the balance of $93 83, the appropriation of the amount estimated.

F.—A letter from the Second Auditor of the Treasury to this office, dated October 16, 1855, (copy herewith,) advises that there are due the Osages, under the 4th section of the 2d article of the treaty of 1839, 446 cows and calves, 1,200 breeding hogs, 700 ploughs, 800 sets of horse gear, 600 axes, and 840 hoes

The Indians have repeatedly complained of the non-payment of these articles, and, to enable the department to proceed with the delivery of them as far as would be for the benefit of the Indians, the present estimate is submitted.

G.—By the act of August 30, 1852, (vol. 10, pages 44 and 45,) $110,417 90 was appropriated for this object, and the entire amount remitted to P. H. Raiford, esq, then Creek agent, for payment. All the fund was disbursed by him except $1,884. This amount remained in his hands on the adjustment of his accounts for the third quarter of 1853, and he has not as yet returned the money to the treasury.

The claimants have since that time been constantly applying for the payment of the money.

H.—The sum of $3,000 was recommended to, and appropriated by Congress in 1850, act 30th September.—(*Statutes, vol.* 9, *page* 558.) The printed pamphlet of laws, regulations, &c., pertaining to Indian affairs, now in use, embraces only those prior to September, 1847. Since that time many important enactments and regulations have been adopted, essentially modifying and changing those then in force; and in view of the fact that Indian agents are not furnished with copies of the Statutes from year to year, or otherwise, it is very important that they have for reference, in convenient form, such enactments of Congress, and regulations founded thereon, as pertain to their specific duties, and the general policy of the government in relation to Indian affairs.

The need of a revision and new digest of the regulations in force, and of a printed pamphlet containing them, with all the laws relative to Indian affairs, accountability of officers, &c., has been felt for several years, but under the appropriation by act September 30, 1850, the Secretary could not accord a compensation to such officers and clerks as, being familiar

with existing laws and regulations relative to Indian affairs and the forms and routine of business, might have prepared the compilation required at times not interfering with their regular official duties. Since I have been connected with this office there has never been a period when the time or services of any of the officers or clerks under my direction, who would execute the duty well, could be spared from their regular duties; and the regulations of the department inhibit extraordinary requirements, as the law has prohibited extra compensation.

I.—Under the 5th article of the treaty referred to, (*Statutes, vol.* 7, *page* 522,) the principal, $200, was to have been put at interest for the benefit of said children. The $200 having been first appropriated by the act of March 3, 1837.—(*Statutes, vol.* 5, *page* 162.) The amount was remitted from the treasury July 1837, and passed into the hands of Joseph M. Street, United States agent, but the money was never invested or applied as required by the treaty, or refunded to the treasury. By the act of July 31, 1854, (*Statutes, vol.* 10, *page* 327,) the $200 was re-appropriated and has been paid.

By private act of February 3, 1853, an appropriation was made to pay to Margaret Farrar (*Statutes, vol.* 10, *page* 750) the amount of interest that was due and unpaid to her on $1,000, secured to her as the child of Ni-an-na, by Amos Farrar, under the 4th article of the same treaty, and on an account stated under said private act, $342 50 was found due and paid to her.

Upon the same principle that interest was paid by the United States to Margaret Farrar, it appears to be due to the children of John Connoly.

L.—Reference is had to the treaties of 1855 with the Ottawas and Chippewas, and with the Chippewas of Saganaw, and of Swan creek and Black river; also to the treaty of September 30, 1854, with the Chippewas of Lake Superior, and the treaty of February 22, 1855, with the Chippewa Indians of the Mississippi, and the Pillager, and Lake Winnebegoshish bands of Chippewas.

M.—Reference is had to the copy of an estimate forwarded by Governor Meriwether in September last, hereto appended.

It will be observed that in case this appropriation is not made, that asked for above, (item No. 2,) for the incidental expenses of the service in New Mexico, should be increased to $25,000.

34TH CONGRESS, 1st Session. } SENATE. { Ex. Doc. No. 70.

MESSAGE

OF

THE PRESIDENT OF THE UNITED STATES,

RETURNING

To the Senate the Bill (S. 14) entitled "An act to remove obstructions to navigation in the mouth of the Mississippi river, at the Southwest pass and Pass à l'Outre," with his objections thereto.

MAY 19, 1856.—Read, the further consideration thereof postponed to, and made the special order of the day for, Wednesday next, at 1 o'clock, and ordered to be printed.

To the Senate of the United States:

I return herewith to the Senate, in which it originated, the bill entitled "An act to remove obstructions to navigation in the mouth of the Mississippi river at the Southwest pass and Pass à l'Outre," which proposes to appropriate a sum of money to be expended under the superintendence of the Secretary of War, "for the opening and keeping open ship channels of sufficient capacity to accommodate the wants of commerce through the Southwest pass and Pass à l'Outre, leading from the Mississippi river to the Gulf of Mexico."

In a communication addressed by me to the two Houses of Congress on the 30th of December, 1854, my views were exhibited in full on the subject of the relation of the general government to internal improvements. I set forth on that occasion the constitutional impediments which, in my mind, are insuperable to the prosecution of a system of internal improvements, by means of appropriations from the treasury of the United States; more especially the consideration that the Constitution does not confer on the general government any express power to make such appropriations; that they are not a necessary and proper incident of any of the express powers; and that the assumption of authority on the part of the federal government to commence and carry on a general system of internal improvements, while exceptionable for the want of constitutional power, is, in other respects, prejudicial to the several interests, and inconsistent with the true relation to one another, of the Union and of the individual States.

These objections apply to the whole system of internal improvements, whether such improvements consist of works on land, or in navigable waters, either of the sea coast, or of the interior lakes or rivers.

I have not been able, after the most careful reflection, to regard the bill before me in any other light than as part of a general system of internal improvements, and therefore feel constrained to submit it, with these objections, to the reconsideration of Congress.

FRANKLIN PIERCE.

WASHINGTON, *May* 19, 1856.

34TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 71.

MESSAGE

OF

THE PRESIDENT OF THE UNITED STATES,

RETURNING

To the Senate the bill (S. 1) entitled "An Act making an appropriation for deepening the channel over the St. Clair flats, in the State of Michigan, with his objections thereto.

1856, MAY 19.—Read, the further consideration thereof postponed to, and made the special order of the day for, Wednesday next at 1 o'clock, and ordered to be printed.

To the Senate of the United States:

I return herewith to the Senate, in which it originated, a bill entitled "An Act making an appropriation for deepening the channel over the St. Clair flats, in the State of Michigan," and submit it for reconsideration, because it is, in my judgment, liable to the objections to the prosecution of internal improvements by the general government, which have already been presented by me in previous communications to Congress.

In considering this bill under the restriction that the power of Congress to construct a work of internal improvement is limited to cases in which the work is manifestly needful and proper for the execution of some one or more of the powers expressly delegated to the general government, I have not been able to find for the proposed expenditure any such relation, unless it be to the power to provide for the common defence and to maintain an army and navy. But a careful examination of the subject, with the aid of information officially received since my last annual message was communicated to Congress, has convinced me that the expenditure of the sum proposed would serve no valuable purpose as contributing to the common defence, because all which could be effected by it would be to afford a channel of twelve feet depth, and of so temporary a character, that unless the work was done immediately before the necessity for its use should arise, it could not be relied on for the vessels of even the small draught, the passage of which it would permit.

Under existing circumstances, therefore, it cannot be considered as a necessary means for the common defence, and is subject to those objections which apply to other works designed to facilitate commerce and contribute to the convenience and local prosperity of those more immediately concerned—an object not to be constitutionally and justly attained by the taxation of the people of the whole country.

FRANKLIN PIERCE.

WASHINGTON, *May 19, 1856.*

34TH CONGRESS, 1st Session. | SENATE. | Ex. Doc. No. 72.

MESSAGE

OF

THE PRESIDENT OF THE UNITED STATES,

COMMUNICATING,

In compliance with a resolution of the Senate of the 6th ultimo, information relative to the appropriation in the civil and diplomatic bill of March 3, 1855, for Richard W. Thompson, on account of alleged services to the Menomonee Indians.

APRIL 11, 1856.—Read and referred to the Committee on Indian Affairs.
MAY 19, 1856.—Message and documents ordered to be printed.

To the Senate of the United States:

I transmit herewith a report of the Secretary of the Interior, with accompanying documents, in compliance with a resolution of the Senate of the 6th ultimo. The documents, it is believed, contain all the information in the Executive departments upon the subject to which the resolution refers.

FRANKLIN PIERCE.

WASHINGTON, *April* 10, 1856.

DEPARTMENT OF THE INTERIOR,
Washington, April 8, 1856.

SIR: On the 6th ultimo the Senate adopted a resolution in the following words, viz:

"*Resolved*, That the President of the United States be requested to inform the Senate whether the sum of money directed to be paid to Richard W. Thompson, of Indiana, by a paragraph in the civil and diplomatic appropriation bill of the 3d of March, 1855, for alleged services to the Menomonee Indians, has been paid to said Thompson, and, if so, whether the assent of the Indians was first obtained to the payment; and that, if said sum had not been paid, he be requested to communicate what action has been taken in relation thereto, with all the papers connected with the case, and now on file in the several departments," and the money, therein referred to, not having been paid, I lay before you, herewith, in obedience to your request, copies

of all the papers in the case, exhibiting the action taken in relation thereto.

I have the honor to be, very respectfully,

Your obedient servant,

R. McCLELLAND, *Secretary.*

To the PRESIDENT.

List of papers connected with the case of R. W. Thompson, as called for by the Senate resolution of March 6, 1856.

No. I. Memorial of R. W. Thompson to the Senate, asking compensation for services as attorney for the Menomonee Indians, January 9, 1855, with accompanying papers, being—

No. 1. Original power of attorney from Menomonees to R. W. Thompson, September 9, 1850.

No. 2. Original of second power of attorney from the Menomonees ratifying the first, February 15, 1851.

No. 3. Article of Agreement between the Menomonees and R. W. Thompson, February 15, 1851.

No. 4. Copy of a letter of William H. Bruce, enclosing papers from Menomonees, and certifying as to the manner in which they were obtained, March 22, 1851.

No. 5. Affidavit of Messrs. Bonduel, Cown, Jacobs, and Prickett, respecting the procurement of papers, February 15, 1851.

No. 6. Copy of a letter of R. W. Thompson to Commissioner of Indian Affairs, May 24, 1851.

No. 7. Copy of a communication of the Secretary of the Interior, respecting the attorneyship of R. W. Thompson, April 25, 1851.

No. 8. Copy of a letter of R. W. Thompson to Commissioner of Indian Affairs, July 2, 1853, relative to the terms of a treaty.

No. 9. Extract of a letter from R. W. Thompson to Commissioner of Indian Affairs, upon the same subject, August 23, 1853.

No. 10. Memorial of the Menomonees to the President and Congress, asking the payment of Thompson's claim for services, October 4, 1854.

No. 11. Printed copy of a communication of the Commissioner of Indian Affairs to the Secretary of the Interior, April 23, 1851.

No. 12. Printed copy of a report of the Committee on Indian Affairs of the Senate, respecting the claim of the Menomonees, February 14, 1853.

No. 13. Copy of rules and regulations prescribed by Secretary Marcy respecting attorneys in behalf of Indian tribes, October 1, 1846.

No. 14. Memorial of Menomonees to Congress, signed by R. W. Thompson as their attorney, asking for additional compensation for lands ceded to the United States.

No. 15. Treaty with the Menomonees.

No. 16. R. W. Thompson's memorandum of papers accompanying his memorial to the Senate.

No. II. Letter of R. W. Thompson to Hon. W. K. Sebastian, chairman of Committee on Indian Affairs, Senate, January 20, 1855.

No. III. Letter of R. W. Thompson to the First Comptroller, asking immediate payment of amount appropriated by Congress for his services as attorney for Menomonees, March 7, 1855.

No. IV. Copy of the 17th section of the civil and diplomatic bill, March 3, 1855.

No. V. Instrument cancelling the assignment of an interest in the Menomonee claim, executed by Geo. W. Ewing as surviving partner of W. G. & G. W. Ewing, February (March) 9, 1855.

No. VI. Memorial of Geo. W. Manypenny, Commissioner of Indian Affairs, to the President, in behalf of the Menomonees.

No. VII. Letter of Moses Kelly to the First Comptroller, in regard to statement of Mr. Herrick, March 10, 1855.

No. VIII. Letter of P. Clayton, Second Auditor, to the Secretary of the Interior, relative to the claim of R. W. Thompson, March 10, 1855.

No. IX. Letter of the Secretary of the Treasury to the Attorney General, referred to in Mr. Thompson's letter of March 14, 1855, not found, (a copy to be made at the Treasury Department to accompany these papers in this connexion.)

No. X. Letter of R. W. Thompson to the Attorney General, March 14, 1855.

Printed copy of R. W. Thompson's letter to the Secretary of the Interior, January 19, 1855.

No. XI. Letter of R. W. Thompson to the Attorney General, March 14, 1855, respecting a letter of the Secretary of the Treasury.

Release of R. W. Thompson to the Menomonees, March 14, 1855.

No. XII. Statement of R. W. Thompson, in connexion with his claim against the Menomonees.

No. XIII. Letter of R. W. Thompson to the Attorney General, apprising him that Luke Lea will act as his attorney during his absence.

No. XIV. Letter of the Hon. J. D. Bright to the Secretary of the Treasury, in regard to the character of Mr. McKeen.

No. XV. Report of George W. Manypenny, Commissioner of Indian Affairs, to the Secretary of the Interior, transmitting a letter from Superintendent Huebschmann in relation to the claim of R. W. Thompson against the Menomonees, March 24, 1855.

Copy of Superintendent Huebschmann's letter to the Commissioner of Indian Affairs, March 23, 1855.

No. XVI. Memorandum of R. W. Thompson for Attorney General, March 29, 1855.

No. XVII. Report of the Commissioner of Indian Affairs to the Secretary of the Interior, submitting papers relating to the action of the Menomonees, cancelling a paper obtained from them by R. W. Thompson, May 3, 1855, with enclosures, being—

Copy of a letter of R. W. Thompson to the Menomonees, March 7, 1855.

Memorial of Menomonee chiefs revoking any and all documents of Thompson's, which some of them have signed, April 17, 1855.

No. XVIII. Communication of the Menomonee chiefs, respecting the payment of Thompson's claim, April 9, 1855.

No. XIX. Letter of R. W. Thompson to the Attorney General, in relation to his claim, and transmitting a paper from the Menomonee chiefs, approving the law directing the payment of said claim, May 12, 1855.

Communication of Menomonee chiefs to R. W. Thompson, April 9, 1855.

No. XX. Letter of R. W. Thompson to the Attorney General, May 18, 1855.

No. XXI. Opinion of the Attorney General on the 27th section of the act of March 3, 1855, in regard to the payment of the claim of R. W. Thompson against the Menomonees, May 21, 1855.

No. XXII. Instructions of the Secretary of the Treasury to the Hon. Lemuel Clarke, in relation to the consent or refusal of the Menomonees to the payment of Thompson's claim, June 26, 1855.

No. XXIII. Letter of Lemuel Clarke to the Secretary of the Treasury, transmitting certain papers concerning the Menomonees, October 1, 1855.

A. Instrument signed by the Menomonee chiefs, head men, and warriors, refusing assent to the payment of *Thompson's claim*, *September* 7, 1855.

B. Letter of Benjamin Hunkins, agent, furnishing the names of the Menomonee Indians for Samuel Clarke, September 10, 1855.

C. Letter of R. W. Thompson to Hon. L. Clarke, September 8, 1855.

D. Letter of Superintendent Huebschmann to Hon. Samuel Clarke, September 17, 1855.

Account of Samuel Clarke against the United States, August 27, 1855.

No. XXIV. Letter of R. W. Thompson to the Secretary of the Treasury, in regard to the report of Samuel Clarke, October 4, 1855.

No. XXV. Letter of the Secretary of the Treasury to the President in relation to the Menomonees, October 29, 1855.

No. XXVI. Communication of R. W. Thompson to the Secretary of the Treasury, submitting his case in full, October 19, 1855 with accompanying papers, being—

[1.] Affidavits of E. D. Gumaer, William Powell, and George Cown, September 10, 1855.

[2.] Affidavit of Elias Murray.

[3.] Affidavit of H. S. Murray.

[4.] Affidavit of William N. Davis.

[5.] Affidavit of G. F. Wright.

[6.] Affidavit of John Wampoose.

[7.] Affidavit of Johnston and Jones.

[8.] Affidavit of Augustine Grignon.

[9.] Speech of Superintendent Huebschmann at the Menomonee council, September 7, 1855.

[10.] Letter of Charles Grignon to R. W. Thompson, September 27, 1855.

List of chiefs, furnished by Charles Grignon.

No. XXVII. Report of the Commissioner of Indian Affairs to the

Secretary of the Interior, in regard to the claim of R. W. Thompson against the Menomonees, with papers annexed, December 22, 1855.

No. XXVIII. Letter of the Secretary of the Interior to the President, December 26, 1855.

No. XXIX. Letter of the Secretary of the Interior to the President, returning the Senate resolution calling for papers in the case of R. W. Thompson, March 8, 1856.

No. I.

To the Senate and House of Representatives of the United States of America in Congress assembled:

The undersigned, a citizen of the State of Indiana, respectfully represents: That in September, 1850, the chiefs and headmen of the Menomonee nation of Indians, constituting a deputation from their nation, came to the city of Washington to adjust their business with the government of the United States, but more particularly to seek relief against the provisions of a treaty made with them in October, 1848, by which they alleged that they had conveyed to the United States a large quantity of land, for the payment of which no provision was made by said treaty. They also complained that, by said treaty, they were to be removed to a tract of country set apart for them on the Crow Wing river, west of the Mississippi, where they could find no means of subsistence, and where they would be exposed to depredations from the strong tribes in that neighborhood, who were their hereditary enemies in consequence of their constant friendship for the whites, and against whom they were too weak to protect themselves.

They called upon the undersigned to aid them in the arrangement of their business, as their attorney. *He declined to do so unless his employment could be made with consent of the proper officer of the government*, and asked for time for consideration, that he might satisfy himself upon these questions. He then obtained the consent of those officers, and consented to act as attorney for the tribe. His first power of attorney was executed in the Indian office and acknowledged *before the then acting commissioner*.

At that time there was a standing rule of the Indian Bureau that recognized the right of an Indian tribe to transact its business by attorney, which rule was established by the present *Secretary of State* while he was *Secretary of War*, having jurisdiction over Indian affairs. And an opinion of the Attorney General had then been given to the same effect, and both these concurred in establishing the rule that where an attorney acted for a tribe, and his contract was fairly made, and his services rendered accordingly, he should be protected by the government, and had such a right to a part of the money recovered as that the government ought not to distribute it amongst the Indians, but pay his share over to him. The undersigned also obtained the

consent of the President and the Secretary of the Interior that he should be so recognized.

He therefore made his agreement with these Indians under the law and practice of the government, and had a right to rely, as he did rely, upon the good faith of the government for protection. And upon the faith of this reliance he undertook the management of the business of these Indians.

The first object desired by the Indians was to get so far rid of that provision of the treaty of 1848 as provided for their removal west of the Mississippi river, as after that treaty was made they had visited that country, and found that it contained nothing upon which they could subsist, and was in the immediate neighborhood of their powerful and warlike enemies. The undersigned succeeded in getting the President to issue an order postponing the time of their removal, so as to give to him additional time to see if some arrangement could not be made for their permanent location in Wisconsin.

He then, with great care, prepared the case in behalf of the Indians for additional compensation for lands sold by them by the treaty of 1848, and submitted it on a written argument to the Secretary of the Interior for decision on the 11th October, 1850. At that time he hoped to bring about the relief sought by a new treaty, but his argument covered the whole case, showing what, in his opinion, the Indians were entitled to from the United States.

After this argument was filed before the Secretary he had repeated interviews with him upon the subject, and remained in Washington, looking constantly after this case, until some time after it was decided by the Commissioner of Indian Affairs, with whom he also had frequent interviews upon the same subject.

The Secretary, after consideration, referred the case to the Commissioner, and he gave an opinion in reference to it April 23, 1851, deciding that, in his opinion, the least amount that the Indians should be paid was $221,840.

Before this opinion of the Commissioner was given, the undersigned, doubting the sufficiency of his first power, and anxious to conclude all the business by treaty, sent to the Indian country to procure additional authority, so as to enable him to agree upon a treaty, or at least the preliminaries of one. This authority was given him by a new power of attorney, executed in the Indian country by the chiefs and headmen of the nation, February 15, 1851. This power sanctioned the employment of the undersigned by the delegation of the tribe, and gave him full authority to act for the tribe as their attorney.

At the time the undersigned was employed by the delegation of chiefs he refused to make any suggestions in reference to the compensation he was to receive, but requested them to go home and consult their nation and fix it themselves. When he wrote to them for the new power of attorney, he also wrote to them to fix his compensation, and that they must do it themselves, without being influenced by anybody. He at the same time wrote to the same effect to the sub-agent, who resided in the neighborhood, and had charge of these Indians. And in the same national council in which they executed the new power, they also executed an agreement whereby they promised to

the undersigned that he should be paid *one-third* part of whatever sum should be allowed them by the United States. These two last papers were executed *after* the undersigned had made his argument before the Secretary, and *before* the decision of the Commissioner, so that all the time he made his original argument, he had no other reliance for the amount of his compensation than the liberality of the Indians.

This power of attorney and agreement were both acknowledged by the Indians before the interpreters, who made known its contents to them before the register and receiver at Green Bay, and before the sub-Indian agent. It is certified by these that they executed them of their own free will and accord, and the sub-agent certifies, in addition, that there was no undue influence over the Indians, employed to induce them to execute them. In addition, also, to this statement in his certificate, he forwarded copies of them to the Commissioner of Indian Affairs, in an official letter, dated March 22, 1851, wherein he says, that he had endeavored to ascertain whether any undue influence had been exercised over the Indians, and found that there had been none.

These papers, thus certified and attested, reached the Indian office, as soon after the date of this letter as they could be transported by mail, and have been ever since on the files of that office, so that from that time there has been no concealment in reference to them or their contents. After their execution there was nothing more to be done in the Indian country, in order to prepare the case or fix the compensation of the undersigned. The latter was done by the agreement, and the case was made up and submitted to the Secretary, and by him referred to the Commissioner of Indian Affairs.

After the case was decided by the Commissioner of Indian Affairs, and was reported by him to the Secretary of the Interior, the undersigned had other interviews with him in reference to it, and made additional arguments before him. On the 25th April, 1851, he affirmed the general views of the Commissioner in relation to the measure of relief, but declined to make a new treaty—deciding that the case should be sent to Congress.

From the Secretary the undersigned caused the case to be taken before the President, with a view of obtaining his consent to make a new treaty. He however declined to disturb the decision of the Secretary, but affirmed it as it stood—suggesting, however, that the sum to be paid the Indians should be regulated by the *real* instead of the assumed quantity of land. This would have increased the sum above what was reported by the Commissioner.

As, at this time, the period to which the President had extended the time of their removal, June 1, 1851, was approaching, it became necessary to obtain an additional extension. This, also, the undersigned obtained from the President, so that they should not be removed until the case could be acted upon and decided by Congress.

After this, in order still to keep these Indians in Wisconsin, and get them from where they then were, so as to make room for the white population, the undersigned succeeded in getting the necessary measures adopted which led to the issuance of an order to the superintendent of Indian affairs in Wisconsin to explore the country near the head of Wolf river in that State, with a view to ascertain whether or

no there was any country to be found there suitable for these Indians, and where they would be out of the way of the whites. This examination was made, and the country where they now are was selected for them. They were afterwards removed there, *temporarily*, by order of Congress.

As there was yet, however, no provision made for their *permanent* location there the undersigned sought to conclude an arrangement by which a treaty should be made, exchanging their country west of the Mississippi for this tract in Wisconsin, and leaving the other question as to the amount to be paid them to Congress. But the President and Secretary declined to make this arrangement, unless the consent of the legislature of Wisconsin could be obtained. This there was nobody else but the undersigned to do, either by himself or others. The government would not, nor could the Indians do it. The undersigned, at his own private expense, procured several gentlemen of Wisconsin to visit the seat of government, with the petitions of the people in favor of the measure, and through their instrumentality he succeeded in getting a joint resolution passed by the legislature, consenting that the Indians might remain in the State. He could not go there personally himself, because he had to remain in Washington, as he had then caused the matter to be brought before Congress.

He did this by a memorial to Congress, which he drew in behalf of the Indians, and signed it as their attorney. This was introduced, at his instance, into the House of Representatives, and referred to the Committee on Indian Affairs. He succeeded in getting the committee to recommend an amendment to the Indian appropriation bill, giving to the Indians the sum of $221,840—the amount reported by the Commissioner. This amendment passed the House as an item in the bill. It failed, however, in the Senate.

At the next session of Congress the undersigned was instrumental in getting introduced into the Senate a resolution instructing the Committee of Indian Affairs to inquire if any, and what amount was justly due these Indians; and the papers prepared by him were referred to this committee. The result was a report from this committee, wherein they declare that, in their opinion, there was due to the Menomonee Indians, from the United States, the sum of $1,083,807 84, which was according "to the *true* state of the accounts." But as they considered it possible that this was "an over estimate," they deemed it "safe and more prudent to state the account upon the basis of the quantity of land ascertained by survey to be contained in the tract east of the Wisconsin," by which mode of calculation they reported that they had ascertained that $613,515 36 was "*the very least*" sum that was justly and equitably due from the United States to said Indians. They directed that an amendment should be moved to the Indian appropriation bill, in the Senate, appropriating this amount to the Indians. It was moved, but as the bill did not come up in the Senate until just before the close of the session, it was suggested that it be postponed till the next session, and with that view it was withdrawn.

After the close of this session the undersigned had another interview with the Commissioner of Indian Affairs, in which he called his attention to this business, and suggested his wish still to accommodate

eaty. The engagements of the Commissioner did not enable that time to consider of and examine the matter, and it was l until his convenience would enable him to do so.

uly 2, 1853, the undersigned addressed a letter to the Commis- bringing the business before him in a more formal manner. In ter he proposed the making of a treaty. He also informed the ssioner of the fact that he had authority to conclude such a but expressed a willingness to yield to his views as to the best f accomplishing the object desired. The undersigned after- August 23, 1853, addressed another letter to the Commissioner, h he inquired whether it would be agreeable to him that the gned should meet him at either one of several cities while he the west, that they might confer together upon the subject. dersigned waited with patience for an answer to these proposi- but he has *not yet received an answer to either of these letters.*

aving heard from the Commissioner up to April, 1854, the un- ed came to Washington, with the purpose of bringing the mat- in before Congress, if he did not then get an answer to the tion made by him to the Commissioner. Within two days after hed Washington he learned, to his surprise, that the superin- t of Indian affairs for the district in which Wisconsin is embraced, t the city with instructions to make a treaty with the Indians. dersigned immediately left Washington, and hurried to Mil- , the residence of the superintendent, with the purpose of hav- interview with him before the treaty was made. He had such rview on April 17, 1854, when he explained to the superin- the relation he had borne to the Indians since September, nd requested permission to accompany him into the Indian , that he might advise the Indians as to the condition of their s in his hands, and at the same time protect his own personal . The superintendent informed the undersigned that he would him when he intended to go into the Indian country, or when cted to make the treaty; that he would not suffer the under- to go into the Indian country when he went there to make the either to advise the Indians how their business stood or to nt his own interests; that he would not recognize him or any- se as attorney for the Indians, and would neither suffer him ybody else to talk to the Indians in reference to the proposed that he would make the treaty his own way, and that such s instructions from Washington. This was the *first* time when y connected with the business of Indian affairs refused to re- the undersigned as attorney for the Indians, and was the *first* e had that it was contemplated to make the treaty without his e or without letting him know anything about it. When he l this information, however, he decided at once that he would himself in conflict with the authorities of the government, and d to Washington.

eaty was concluded with the Indians in the Indian country, on 2, 1854, and afterwards laid before the Senate. By the icle of it, as it stood when signed, it was agreed that the States should pay to the Indians *only* $150,000, while the In-

dians were required to relinquish "all claims set up by them or *for them*," which of course, included the claim which the undersigned has set up "*for them*." While it was pending before the Senate, the undersigned knew nothing more of its contents than the sum which it proposed to pay the Indians, and when he saw so great a discrepancy between this sum and that which the Senate Committee of Indian Affairs had reported to be "*the very least*" that was due them, he deemed it his duty to call the attention of the Senate to the fact. After the Senate committee had reported that they should be paid $613,515 36; he thought it unfair that they should be required to relinquish their claim for $150,000, and that without having an opportunity of consulting with their attorney who had managed their business, exclusively, for *four* years. He accordingly addressed a letter to the senators from my own State, bringing these facts and others to their notice, and requesting that they be also brought to the notice of the Senate. The undersigned, of course, cannot tell what effect this letter had, but the treaty was amended by the Senate by adding $92,686 to the $150,000, contained in it originally, thus providing that $242,686 should be paid to the Indians. Thus amended, it was ratified and published. The undersigned, however, did not obtain a copy of it so as to be informed of its contents in detail, until after the occurrence in the Indian country, to which he will hereafter refer.

Without having seen the treaty, he learned that there was no provision in it allowing him compensation for his services as attorney; but when he learned this, he had not yet learned when and how the money was to be paid. He accordingly visited the Indians on Wolf river, expecting to be there at the time of the payment of their annuities, so that he could meet the superintendent and agent there, and have a definite understanding with the Indians in reference to his compensation. He reached there at the time that he understood had been fixed for the payment, but the superintendent and agent had not arrived, though the Indians were assembled at their village. The undersigned remained as long as he possibly could consistently with his other business, and, as the superintendent and agent did not arrive, he asked the Indians to call a council that he might arrange his business with them. A council was accordingly held on the evening of the 4th of October, 1854, at the house of one of the principal chiefs, and was attended by *all* the chiefs of the tribe, a number of other Indians, and all the whites who chose to be present. At this council the undersigned explained to the Indians how he had managed their business, stating in substance to them the facts set out in this memorial. They asked him why he was not there when the treaty was made, and expressed their surprise at being told what had been said by the superintendent at Milwaukie. They then said they would not have signed the late treaty in the absence of the undersigned, if they had not been induced to believe that, if they did not, they would be removed to the west of the Mississippi, which they dreaded more than all other things, and which was a matter of far more moment to them than money. But they said that, notwithstanding they had *signed* the treaty, they were anxious to do whatever lay in their power

to comply with their contract with the undersigned, and pay him what they had promised.

The Indians then executed a paper, which was signed by *every* chief of the nation, in which they request the President and Congress to pay to the undersigned the one-third part of the sum allowed them in the late treaty, according to their agreement of February 15, 1851, and that the same shall be deducted from the amount hereafter to be paid them by said treaty. And they stipulate that the United States shall be forever discharged from the sum so paid; and that if it shall become necessary to depart from any of the conditions of said treaty, in order to pay said money, the same may be done, and if done, they ratify the same, and declare that it shall be binding upon the nation. This paper was fully interpreted by two interpreters, and is witnessed by them and five other persons who were present, who do understand and speak the Menomonee language. It is also witnessed by still five other persons who were present, who do not understand and speak the language. Duplicates of this paper were made at the time. One of these was given to the undersigned, and accompanies this memorial. The other, executed and attested in the same way, was retained by the Indians, with a request from the undersigned that, as the superintendent was not present, they would hand it to him when he came, to be sent to Washington, if, at that time, it was still the will of the nation.

The superintendent, in a report to the Commissioner of Indian Affairs, dated November 1, 1854, in speaking of this paper, says, that before he held a *council* of the Indians, some of the chiefs whom he asked about it "did not exactly know the purport of the paper," but that after the council met he interrogated them about it, when the hereditary head chief of the nation answered him by *handing him the paper*. The superintendent then says that he made a speech to them, which he reports so far as to show that he was persuading them to *repudiate* the paper; but, even after this, told him that they had *nothing more to say*, the contents of the paper fully expressing the wish of the nation; so that the undersigned is justified in saying that this paper not only expressed the will of the nation at the time it was made, but when it was handed to the superintendent. This latter fact would give it authenticity of itself.

These Indians insist upon the inviolability of their contract with the undersigned, and they now ask that Congress will give them the power to comply with its stipulations. And the undersigned, in his own behalf, asks that they may be permitted so to do. The time of the payment to the *government*, under this late treaty, can make but little difference to the United States, while it makes much difference to the undersigned. He made his contract with the sanction of all the officers of the government who were connected with the business. He made it at a time when a rule of the Indian office recognized and gave validity to such contracts, and when an opinion of the Attorney General had declared such to be the law. Good faith on the part of the United States, therefore, forbids that the government shall be instrumental in impairing the validity of his contract, or of destroy-

ing a right declared by its own authorities to be vested at the time it was created.

He made his contract more than four years ago. At the time it was made every precaution was taken to see that the amount of his compensation was fixed by the Indians themselves, without undue or other influence from any quarter. It has been all the time on the files of the Indian office, and not one word impairing its validity has been ever heard. All in office at the time it was made recognized it as fairly obtained. And, with this understanding, he has expended his own money for the benefit of these Indians, given his time away from his other pursuits, and has *never received one dollar of compensation.*

He, therefore, prays that the Senate and the House of Representatives will cause him to be paid what, under the foregoing circumstances, he is justly entitled to receive. And in duty bound, &c.

R. W. THOMPSON.

WASHINGTON, *January* 9, 1855.

No. 1.

Power of attorney from chiefs of the Menomonee Indians to me.

Whereas, a treaty was made at Lake Powaw-hay-kon-nay, in the State of Wisconsin, on the 18th day of October, 1848, between the United States, by William Medill, commissioner, and the Menomonee tribe of Indians, by the chiefs, headmen, and warriors of said tribe; and whereas, it is alleged by said tribe of Indians, that they were imposed on by said commissioner in the making of said treaty, and that they ought to be paid a large sum of money by the United States, in addition to the sum provided for therein:

Now, therefore, we, the undersigned, chiefs, headmen, and warriors of said tribe, constituting a deputation from said tribe, now in the city of Washington, do hereby constitute and appoint Richard W. Thompson our true and lawful attorney, and the true and lawful attorney of said tribe, to act for and in the name of said tribe, in the prosecution of said claim for additional compensation against the United States, with full authority to take testimony in the name of said tribe, and to do whatever may be necessary to be done in procuring said additional compensation, whether by an additional treaty or otherwise, and if by additional treaty to make all the necessary preliminary arrangements therefor with the proper authorities of the United States; and we do hereby request the President of the United States to recognize the said Thompson as our sole and only attorney for the purposes aforesaid; hereby ratifying and confirming for ourselves and our said tribe, whatever he may lawfully do in the premises as our said attorney.

In testimony whereof we, the said chiefs, headmen, and warriors,

have hereunto set our hands, this 9th day of September, 1850, at the city of Washington aforesaid.

Osh-kosh,	his x mark.
Ke-si-ney,	his x mark.
Shaw-wan-ne-penais,	his x mark.
Sho-na-nee,	his x mark.
Chi-co-tum,	his x mark.
La-mott,	his x mark.
Conow,	his x mark.
Wau-ke-chon,	his x mark.

Witnessed by—
JOHN B. JACOBS,
Rev. F. J. BONDUEL,
Superintendent, and pastor among the Menomonees.

Done in the Indian Office this 9th of September, 1850.
A. S. LOUGHRY, *Acting Commissioner.*

No. 2.

Power of attorney (and ratification) from Menomonee nation to Richard W. Thompson.

Whereas, a deputation of the chiefs, headmen, and warriors of the Menomonee nation of Indians, did, on the 9th day of September, 1850, at the city of Washington, make and execute a power of attorney, whereby they appointed Richard W. Thompson, of the State of Indiana, the true and lawful attorney of the said Menomonee nation of Indians, and authorized and empowered him to act for, and in the name of said nation, in the prosecution of the claim of said nation for the recovery of additional compensation from the United States for their lands in Wisconsin, and for the wrong done them by the treaty of the 18th October, 1848, made at Lake Powaw-hay-kon-nay.

And whereas, the said power of attorney has been fully made known and explained to us, now, therefore, we, the undersigned chiefs, headmen, and warriors of the said Menomonee nation, in common council assembled at Lake Powaw-hay-kon-nay in said nation, do hereby, in the name of our said nation, by these presents, ratify, sanction, and confirm the act aforesaid, of our said deputation, in making the aforesaid power of attorney, and in the employment of the said Richard W. Thompson, and do recognize the same as binding upon us in all respects, and as fully and effectually as if the said power of attorney had been executed in general council of said nation.

And we do hereby delegate to our said attorney full and ample power to conclude an agreement with our great father, the President of the United States, in relation to the aforesaid claim, and to agree upon, adjust, and settle the amount of money to be paid our said nation

in virtue thereof. Hereby ratifying and confirming what our said attorney may lawfully do in the premises.

Done in common council of the Menomonee nation, on the fifteenth day of February, 1851, and at Lake Powaw-hay-kon-nay, in said nation, in the State of Wisconsin.

Osh-kosh,	his x mark.
Jaw-man-tan, (by his son,)	his x mark.
Wy-tah-sauh,	his x mark.
Carrow Glande,	his x mark.
Sho-nee-nien,	his x mark.
Pe-je-pe-ka,	his x mark.
Little Wave,	his x mark.
Ah-ke-na-pe-new,	his x mark.
Wa-gid-jau,	his x mark.
Kee-chee-new, (per brother,)	his x mark.
Me-tt-iget,	his x mark.
Ka-sho-ka-she-ga,	his x mark.
Ekk-am-mot,	his x mark.
Wa-ta-ko-nay,	his x mark.
Pe-quaw-deg-ni-ni,	his x mark.
Lamotte,	his x mark.
Shaw-wan-on,	his x mark.
Shaw-poa-tuk,	his x mark.
Tah-ko,	his x mark.
Osh-kish-he-nay-new,	his x mark.
Ja-bo-she-ga,	his x mark.
Peter Jau-a-tak,	his x mark.
Che-quo-tum,	his x mark.
Sho-nee-nien,	his x mark.
Cha-wa-an,	his x mark.
Ah-ko-no-may, (per Osh-kosh, his father,)	his x mark.
Ar-ia-she,	his x mark.
Mekek,	his x mark.
Wa-pee-men-shaw,	his x mark.
Shaw-wa-no-gi-gig,	his x mark.

The foregoing was interpreted and fully explained to the said chiefs in council, before it was signed by them in our presence.

F. J. BLONDUEL,
Superintendant and Missionary.
GEORGE COWN,
JOHN B. JACOBS, *Interpreter.*
TALBOT PRICKET, *Interpreter.*
EDWARD F. SAWYER.
W. G. EWING, Jr.
GEORGE F. WRIGHT.

We, the undersigned, Alexander Spaulding, register, and Edgar Conklin, receiver of the Green Bay land office, do hereby certify that we were present and heard the foregoing power of attorney to Richard W. Thompson, read and fully explained and interpreted by John B.

Jacobs and Talbert Pricket, interpreters sworn for that purpose, to a delegation of twelve of the principal chiefs of the Menomonee nation, whose names are subscribed thereto, viz: Corrow Glande, Wy-tah-sauh, Sho-ne-new, Lamotte, Shaw-wan-on, Tah-ko, Osh-kish-he-nay-new, Little Wave, Ah-kin-na-pe-new, Wau-gid-jau, Che-quo-tum, Shaw-poa-tuk, and who state that they came to acknowledge the same before their sub-agent at this place, who now is, and has been absent for the last twenty or thirty days, and they acknowledge the same to be their act and deed as chiefs of their nation, for the purposes therein expressed.

EDGAR CONKLIN,
Receiver United States Land Office.
ALEXANDER SPAULDING, *Register.*

GREEN BAY, *February* 28, 1851.

We hereby certify that the greater part of the within named principal chiefs and headmen of the Menomonee nation, whose names are signed to the foregoing power of attorney, appeared before us, this 10th day of March, A. D. 1851, at Lake Powaw-hay-gon, and having the contents of said power of attorney read, and fully interpreted and explained by us, acknowledged their signatures, and also stated that it was the wish of their people that we should certify to the same as being their free act and deed, without any undue influence having been made use of on the part of any one, and for the purposes therein expressed.

W. H. BRUCE,
Sub-Indian Agent.
WILLIAM POWELL,
United States Interpreter.

No. 3.

Agreement between Menomonee Indians and Richard W. Thompson.

For value received, I hereby assign an interest of one half in this contract to W. G. and G. W. Ewing.

R. W. THOMPSON.

WASHINGTON, *August* 2, 1852.

Whereas, a deputation of the chiefs, headmen, and warriors of the Menomonee nation of Indians, did, on the 9th day of September, 1850, at the city of Washington, make and execute a power of attorney, whereby they appointed Richard W. Thompson, of the State of Indiana, the true and lawful attorney of the said Menomonee nation of Indians, and authorized and empowered him to act for, and in the name of, the nation, for the recovery of additional compensation from the United States, for their lands in Wisconsin, and for the wrong done them by the treaty of the 18th October, 1848, made at Lake

Powaw-hay-kon-nay. And whereas, the said power of attorney has been fully made known and explained to us, and has this day been ratified and confirmed by us, now, therefore, we, the undersigned chiefs, headmen, and warriors of the said Menomonee nation, in common council assembled, at Lake Powaw-hay-kon-nay, in said nation, do hereby, for ourselves, and our said nation, agree and covenant with our said attorney, Richard W. Thompson, that he shall have and receive as compensation for the services he has rendered and shall hereafter render our said nation in the prosecution of said claim, thirty-three and one third per cent., or one third part of whatsoever sum may be allowed us by the United States, by virtue thereof, but with the express understanding that if nothing is allowed our nation on said claim, our said attorney shall receive no compensation whatever from our said nation.

And we, the chiefs, headmen, and warriors aforesaid, with the full and free consent of our nation, do hereby authorize and request our great father the President of the United States to cause to be paid to our said attorney, Richard W. Thompson, the aforesaid thirty-three and one third per cent., or one third part of whatever additional sum may be allowed our said nation, over and above the sum provided for by the treaty of 1848, and that he cause the same to be paid him at the treasury of the United States in the city of Washington, and out of the first money appropriated by virtue of any arrangement that may be made for the payment of our said claim. And we do hereby, for ourselves, and our said nation, authorize and empower our said attorney to execute the necessary receipt upon the payment of said money to him, and we do hereby ratify and confirm the same.

Done in common council of the Menomonee nation, on the fifteenth day of February, 1851, and at Lake Powaw-hay-kon-nay, in said nation, in the State of Wisconsin.

Osh-Kosh,	his x mark.
Jau-ma-tak, by his son,	his x mark.
Wy-tah-sauh,	his x mark.
Corrow Glande,	his x mark.
Sho-nee-nien,	his x mark.
Lamotte,	his x mark.
Shaw-wan-on,	his x mark.
Tah-ko,	his x mark.
Osh-kish-he-nay-new,	his x mark.
Little Wave,	his x mark.
Ah-ke-na-pe-new,	his x mark.
Wa-gid-jan,	his x mark.
Peter Jau-a-tak,	his x mark.
Che-quo-tum,	his x mark.
Shaw-poa-tuk,	his x mark.
Kee-chee-new,	his x mark.
Che-wa-an,	his x mark.
Mettigett,	his x mark.
Ja-bo-she-ga,	his x mark.
Ka-sha-ga-she-ga,	his x mark.
Wa-ta-ko-nay,	his x mark.

Wa-pa-men-shaw,	his x mark.
Sho-nee-nein, jr.,	his x mark.
Pe-je-pe-ka,	his x mark.
Ah-ko-no-nay, by Osh Kosh, his father,	his x mark.
Pe-quaw-deg-ni-ni,	his x mark.
Ar-ia-she,	his x mark.
Mekek,	his x mark.
Ekk-am-mot,	his x mark.
Shaw-wa-ni-gi-gig,	his x mark.

The foregoing was interpreted and fully explained to said chiefs in council, before it was signed by them, in our presence, and the compensation to their attorney fixed by them.

T. J. BONDUEL,
Superintendent and Missionary.
GEORGE COWN,
JOHN B. JACOBS, *Interpreter.*
TALBOT PRICKET, *Interpreter.*
EDWARD F. SAWYER.

STATE OF WISCONSIN, }
County of Winnebago, } *ss.*

Be it remembered that this day the chiefs, headmen, and warriors, of the Menomonee nation of Indians, who have, in national council assembled, signed the foregoing and aforesaid instrument, had the same fully interpreted and explained to them in my presence, and did thereupon acknowledge the same to be their act and deed for the purposes therein mentioned.

Given under my hand and seal this 17th day of February, A. D. [L. S.] 1851.

GEO. F. WRIGHT, *Notary Public.*

STATE OF WISCONSIN, }
County of Winnebago, } *ss.*

I, E. R. Baldwin, clerk of the circuit court of said county, certify that George F. Wright, who has signed the foregoing acknowledgment, is, and was at the date thereof, an acting notary public in and for said county, and that all his official acts are entitled to full faith and credit.

In testimony whereof, I hereunto set my hand and the seal of said [L. S.] court this 19th day of February, 1851.

E. R. BALDWIN, *Clerk.*

We, the undersigned, Alexander Spalding, register, and Edgar Conklin, receiver of the Green Bay land office, do hereby certify that we were present and heard the foregoing agreement with Richard W Thompson read and fully explained and interpreted by John B. Jacob

and Talbert Pricket, interpreters, sworn for that purpose, to a delegation of twelve of the principal chiefs of the Menomonee nation, whose names are subscribed thereto, viz: Corrow Glande, Wy-tah-sauh, Shone-nien, Lamotte, Shaw-wan-on, Tah-ko, Osh-kish-he-may-new, Little Wave, Ah-kin-ma-pe-mew, Wau-gid-jau, Che-quo-tum, and Shaw-poa-tuk, and who state that they came to acknowledge the same before their sub-agent at this place, who now is and has been absent for the last twenty or thirty days, and they acknowledge the same to be their act and deed, as chiefs of their nation, for the purposes therein expressed.

EDGAR CONKLIN,
Receiver United States Land Office.
ALEXANDER SPAULDING, *Register.*

GREEN BAY, *February* 28, 1851.

We, the undersigned, W. H. Bruce, United States sub-agent for the Menomonee Indians, and William Powell, United States interpreter, hereby certify that the greater part of the within named principal chiefs and headmen of the Menomonee nation, whose names are signed to the foregoing agreement, appeared before us this 10th day of March, A. D. 1851, at Lake Powaw-hay-gon, and having the contents of said agreement read and fully interpreted and explained by us, acknowledged their signatures, and also stated that it was the wish of their people that we should certify to the same as being their free act and deed, without any undue influence having been made use of on the part of any one, and for the purposes therein expressed.

W. H. BRUCE, *Sub Indian Agent.*
WILLIAM POWELL,
United States Interpreter.

No. 4.

Letter of W. H. Bruce, enclosing letters of attorney, &c., to me from Menomonee Indians, March 22, 1851.

GREEN BAY SUB-AGENCY,
March 22, 1851.

SIR: In accordance with my communication of February 6th, I left this place on my usual visit to the schools and smith shops, and on my arrival at Osh-kosh, a place situated fifty miles hence, I there learned the necessity of my visiting a sick brother, who resides in the south part of this State, at a distance of about one hundred miles from Osh-kosh. My brother's situation being very precarious, and unfortunately the streams and roads becoming so impassable, I was detained longer than I had anticipated; supposing no inconvenience could be derived in any part of my official duties, I did not get back into my route until some days after the time I had expected. In consideration of this explanation, I hope the delay of reporting myself

at this sub-agency will not be attributed to a neglect of duty on my part.

On my return to Osh-kosh, which is near Lake Pow-hay-gomue, I learned there had been some business transacted among the Indians, and they wished to see the sub-agent.

I visited them on the 10th of March, and they then informed me that they had been to Green Bay, and on enquiry, I found that there was some papers which they wished me to certify to—herewith enclosed, please find copies of the same ; also, you find a copy of a letter from R. W. Thompson, of Washington city, to the Indians, marked A.

The power of attorney you will find is marked B.

An agreement to give a certain amount of money by virtue of said power of attorney, C.

The depositions of Reverend Bonduel and others, D.

I then inquired whether these papers were made prior to their visit to Green Bay, and they said they were called together for the purpose of hearing Mr. Thompson's letter read, and then the papers were made out, after which time they wished to see me.

I then spent much time in fully explaining the effect of both the power of attorney and contract, and at the same time endeavoring to ascertain whether any undue influence had been practiced to obtain their signatures to said contract, and they utterly disclaimed any such procedure—at the same time wished that the papers might be certified to by myself and interpreter, and at their urgent request we acceded to their wishes, as the department will see by the enclosed papers.

Very respectfully, your obedient servant,

W. H. BRUCE,
Sub Indian Agent.

Hon. LUKE LEA,
Commissioner of Indian Affairs, Washington city.

No. 5.

Affidavit of Messrs. Bonduel, Cown, Jacobs, and Pricket.

STATE OF WISCONSIN, *County of Winnebago, February* 17, 1851.

We, the undersigned, were present at a national council of the Menomonee Indians, held at Lake Pow-aw-kon-nay, in Wisconsin, on the fifteenth day of February, 1851, when we heard read and explained to the chiefs, headmen and warriors of said nation, a letter from Richard W. Thompson, their attorney, in the city of Washington, and dated the 18th day of January, 1851 ; in said letter, the said Thompson expressly said to said Indians, that he would not name any sum to be paid him by said nation for his services as their attorney ; but that he left that to be determined by the chiefs, headmen, and warriors themselves, as he had told their delegation in Washington he would do. Whereupon the said chiefs, headmen and warriors

consulted amongst themselves, and agreed to give said Thompson thirty-three and one third per cent, or one third part of whatever sum he should recover from the United States for them by virtue of the agreement now existing between them and him.

We also state, that they were not influenced to this determination by any persuasion, or the employment of any artifice whatever; but that the same was their voluntary act, and was perfectly well understood by them all.

We saw them execute the agreement and power of attorney to said Thompson of their own accord, which agreement bears the same date herewith.

F. J. BONDUEL,
Superintendant and Missionary.
GEORGE COWN,
JOHN B. JACOBS,
TALBOT PRICKET.

STATE OF WISCONSIN, }
County of Winnebago. }

This day personally came before me, the undersigned, a notary public in and for said county, F. J. Bonduel, George Cown, John B. Jacobs, Talbot Pricket, who being duly sworn, did severally declare that the foregoing affidavit, signed by them, was true in substance and matter of fact.

[L. S.] Given under my hand and seal notarial, this seventeenth day of February, A. D. 1851.

GEORGE F. WRIGHT,
Notary Public.

STATE OF WISCONSIN, }
County of Winnebago. } *ss:*

I, George F. Wright, a notary public in and for said county, do hereby certify that I am personally acquainted with the Reverend F. J. Bonduel, George Cown, John B. Jacobs, Talbot Pricket, and E. F. Sawyer (all citizens of this county except J. B. Jacobs,) who have witnessed the execution of a certain power of attorney and agreement of the Menomonee Indians to R. W. Thompson, dated the 15th day of February, A. D. 1851, and believe them to be of good moral character, and men of truth and veracity.

[L. S.] In testimony whereof, I have hereunto set my hand and seal notarial, this 19th day of February, A. D. 1851.

GEORGE F. WRIGHT,
Notary Public.

STATE OF WISCONSIN, } ss:
County of Winnebago.

I, E. R. Baldwin, clerk of the circuit court of said county, do hereby certify that I am personally acquainted with the Rev. F. J. Bonduel, George Cown, John B. Jacobs, Talbert Prickett, and E. F. Sawyer, (all citizens of this county except J. B. Jacobs,) who have witnessed the execution of a certain power of attorney and agreement of the Menomonee Indians to Colonel R. W. Thompson, dated the 15th day of February, A. D. 1851, and believe them to be of good moral character and men of truth and veracity.

[L. S.] In testimony whereof I have hereunto set my hand and seal of said court this 19th day of February, A. D. 1851.

E. R. BALDWIN, *Clerk.*

No. 6.

WASHINGTON, *May* 24, 1851.

SIR: I have been instructed by the Menomonee Indians to request that they be permitted, by the President of the United States, to remain on the lands now occupied by them in Wisconsin for another year, and until proper relief has been granted them by the United States for the wrong done them in the treaty of 1848. That treaty gives to the President power to remove them whenever, in his judgment, the lands they occupy shall be required, and, by an existing order, the time of removal is fixed for the 1st of June next month. There are many reasons why this order should not be executed, and why they should be permitted to remain longer.

It would not be consistent with fair or good policy upon the part of the government to require their removal until the injury done them by the treaty of 1848 has been repaired.

Many of them desire to become citizens of Wisconsin, and to cultivate the arts of peace, &c. And I think this tribe is now in a good condition to test the benefits which may be expected to result from this policy.

A considerable number of the citizens of Wisconsin have petitioned that they be permitted to remain.

It is yet very questionable whether the country set apart for them west of the Mississippi will not expose them to starvation, or to destruction from the more warlike tribes which would surround them.

Their crops for the present season are probably in the ground, and a removal now would require an abandonment of them.

There are many other reasons which satisfy me that they should not be removed, and I hope they will produce a like impression upon the minds of the President and yourself, and that the postponement they ask will be granted them.

I have the honor to be, most respectfully, your obedient servant,

R. W. THOMPSON,
Attorney for Menomonees.

Hon. LUKE LEA,
Commissioner of Indian Affairs.

No. 7.

Opinion of the Secretary of the Interior upon the mode of relief proposed by the Commissioner of Indian Afiairs.

To the President: I herewith transmit to you the memorial of the Menomonee Indians, complaining that fraud and injustice have been practiced upon them by the late Commissioner of Indian Affairs, (Colonel Medill,) in the negotiation of the treaty for the purchase of their lands in Wisconsin. The proof in support of and against the memorial, and the argument of the counsel of the memorialists, (Mr. R. W. Thompson,) accompanying it, and also a paper embodying the opinion of the Commissioner of Indian Affairs upon the whole subject.

I have carefully considered all these papers, and am satisfied that great injustice has been done to the Indians by that treaty. Without pretending to determine the particular character of that injustice, I am satisfied it is such as would, if practiced between individuals, have entitled the injured party to redress in a court of equity.

Believing that this government should, in its intercourse with foreign nations, and more especially with Indian tribes, act upon those principles of justice and fairness which are recognized as the proper guide for the conduct of upright men, I have no hesitation in expressing the opinion that reparation should be made for the wrong which has been done.

The only question upon which there seems to be any difficulty, is as to the mode and measure of redress.

I concur entirely with the commissioner, that it would not be proper to open new negotiations, which might involve the parties in serious difficulties in case of a disagreement, and would, in any event, be followed by considerable expense and delay.

Nor do I think it would be expedient for the President to undertake to fix the compensation to be allowed them under the treaty of 1831. Assuming the existence of full power over the subject in the President, it is nevertheless one of great delicacy and responsibility; and as an appropriation will be necessary by Congress, to meet any allowance which may be made, and as Congress would then be obliged, in considering the appropriation, to review the action of the President on the subject, I have come to the conclusion that the wisest plan will be for the President to present the claim to the favorable consideration of Congress, with the earnest recommendation that provision be made by the law making and money appropriating branch of the government for the relief of the petitioners.

Very respectfully, your obedient servant,

ALEX'R. H. H. STUART.

April 25, 1851.

Department of the Interior, *June* 4, 1851.

The above is a true copy.

D. C. GODDARD.

No. 8.

Letter to the Commissioner of Indian Affairs.

WESTPORT, MISSOURI, *July* 2, 1853.

SIR; I thought it altogether probable when I left home, that I should meet you in the country, as I expected you would attempt, by this time, to treat with the Nebraska Indians, and that I should then have an opportunity to converse with you in relation to the business of the Menomonee Indians, about which we had some conversation when I saw you. I came here to close up my business with the Shawnee Indians, and have been detained somewhat longer than I had expected. I write to you from here, therefore, so that I may receive your reply by the time I reach home.

The business of the Menomonees, so far as it is necessary to mention here, is in this condition: By act of Congress they were removed to their present location, and since then the legislature of Wisconsin have agreed by joint resolution that they may remain there. They desire to relinquish their title to the country owned by them upon the Crow Wing river, and in lieu of it to acquire title to the land where they now are. I have full and ample authority to do all this, and to settle all their affairs with the government, and will readily yield to your views in reference to the best plan of accomplishing the object. I would, however, suggest that you and I can, if it is agreeable to you, agree, in a very short while, by correspondence, upon the preliminaries of a treaty, and that then there will be nothing more to do but to send it to the superintendent and have him get the approval of the Indians. This will be the simplest and most economical plan, as it will cost nothing.

If this plan meets your views please let me know immediately, when I will prepare a statement of what the Indians desire for your consideration. In this way we can readily agree, I think, upon all the necessary preliminary conditions of a treaty.

I have the honor to be, very respectfully,

R. W. THOMPSON,
Attorney for Menomonees.

Hon. G. W. MANYPENNY,
Commissioner of Indian Affairs.

No. 9.

Extract from letter of R. W. Thompson to Commissioner of Indian Affairs.

TERRE HAUTE, *August* 23, 1853.

DEAR SIR:

* * * * * * * *

Owing to this business I have been unable to prepare a statement which I designed to make in reference to the business of the Menomo-

nees. I should like to do so at an early time, and if you will let me know when you will return to St. Louis I will have it there to meet you, if it is agreeable to you; or, if you would prefer it, I would, upon your return, meet you at Chicago, St. Louis, or Cleveland, and have a personal interview with you in reference to it.

I have the honor to be, very respectfully, your obedient servant,

R. W. THOMPSON.

Hon. G. W. MANYPENNY.

The letter of which the foregoing is part was sent to the care of the superintendent at St. Louis, with the view that it should meet him there on his way out to treat with the Kansas and Nebraska Indians.

No. 10.

Whereas, on the 9th September, 1850, at the city of Washington, before the Commissioner of Indian Affairs, a deputation of the chiefs and headmen of the Menomonee nation of Indians employed Richard W. Thompson, of the State of Indiana, to act as the attorney of said nation in endeavoring to prevent their removal west of the Mississippi river, and in the prosecution of a claim against the government of the United States for additional compensation for the lands sold by said nation to the United States, by the treaty of October 18, 1848; and whereas, our said nation, in general council assembled, did, on the 10th of February, 1851, ratify and approve the appointment and employment of said Thompson, as aforesaid; and whereas, on the 15th February, 1851, we, the chiefs, headmen, and warriors of our nation, in general council assembled, of our own free will and accord, and with the consent of the said nation, made our certain agreement, by which we promised that the said Thompson should have and receive thirty-three and one third per cent., or one third part of whatsoever sum should be allowed our nation by the United States in addition to what was allowed our said nation by the said treaty of October 18, 1848, for the faithful fulfillment of which agreement we, the said chiefs, did then pledge the honor and faith of our said nation, by the authority of the whole nation; and whereas, our said attorney has attended faithfully to the business aforesaid, since the said 9th September, 1850, and has secured to us a home upon Wolfe river, in Wisconsin, where we now live, and has obtained the consent of the legislature of that State that we may remain here, which was the most important object to be gained by our nation, as by the said treaty of 1848 we were to have been sent to the Crow Wing river, west of the Mississippi, where we would have been destroyed by the Chippewas, Winnebagoes, and Sioux—all of which services have been rendered by said attorney without the payment to him of a single dollar by our said nation; and whereas, we have lately made a treaty with the United States, by the provisions of which, and the amendment thereto made by the Senate of the United States, our nation is allowed, in

ı to what they were allowed by the said treaty of 1848, the
vo hundred and forty-two thousand dollars, or thereabouts,
le in the manner therein specified: Now, therefore, we, the
ned, the chiefs and headmen of the Menomonee nation of In-
general council assembled, do hereby again ratify and con-
recognize our said contract and agreement with our said
and do hereby request our Great Father, the President of
ed States, and the Congress of the United States, that he and
pay, or cause to be paid, to our said attorney, Richard W.
n, the one third part of what is allowed our nation by the
last named treaty, to be paid him in money, at the city of
;ton, and do hereby stipulate for ourselves and our said na-
t whatsoever sum shall be thus paid our said attorney shall
ed against the amount due us under said last named treaty,
ıcted from the amount hereafter to be paid us by virtue
n whatsoever manner the same is to be paid by said treaty,
the United States shall be discharged therefrom forever here-
d we further request that the same be paid to our said attorney
y other claim against us is paid, out of the proceeds of the
ed treaty; and we further stipulate and agree that if it shall
ary to depart from any of the stipulations of said treaty, in
pay said money to our said attorney, the same may be done,
one, the same is hereby ratified and declared to be binding
said nation.

in general council, at the falls of Wolfe river, this 4th day
r, A. D. 1854.

Osh-kosh,	his x mark.
Ah-yah-me-taw,	his x mark.
Kee-she-nah,	his x mark.
Namotte,	his x mark.
Carron,	his x mark.
Wah-ke-chow,	his x mark.
Soulinee,	his x mark.
Tick-co,	his x mark.
Com-ah-ne-kin,	his x mark.
Wah-taw-sah,	his x mark.
Show-ne-on,	his x mark.
Shaw-boi-tock,	his x mark.
Osh-kee-he-nah-niew,	his x mark.
Ah-po-me-sah,	his x mark.
Mah-maw-kee-wilt,	his x mark.
I-yah-shee,	his x mark.
Pe-quah-co-nah,	his x mark.
Ah-ke-ne-bo-wee,	his x mark.
Pah-yah-we-sa,	his x mark.
Shaw-boi-ce-gay,	his x mark.
Nah-ma-hay-tock,	his x mark.

We, the undersigned, certify that we understand and speak the Menomonee language, and that the aforesaid instrument was fully interpreted to the chiefs and headmen of the Menomonee nation, in general council, on the 4th of October, 1854, at the falls of Wolfe river, and that they signed the same of their own free will and accord, fully understanding the contents thereof.

WILLIAM POWELL, *Interpreter.*
WILLIAM JOHNSTON, *Interpreter.*
JOHN G. KITTSONY.
TALBOT PRICKET.
GEORGE COWN.
ALEX. GRIGNON.
JOHN L. WILLIAMS.

—

We, the undersigned, certify that we were present and heard the aforesaid instrument explained by William Powell and William Johnston, interpreters, to the aforesaid chiefs and headmen, and that the same was signed by them, after said explanation, of their own free will and accord.

G. F. WRIGHT.
DANIEL M. WHITNEY.
G. D. GUSNAER.
G. W. MURRAY.
W. R. McKEON.

No. 11.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 23, 1851.

SIR: I have had the honor to receive a communication addressed to you, signed "R. W. Thompson, attorney for the Menomonee nation," dated 11th October last, and referred by you to this office for examination and report.

The communication of Mr. Thompson I find to be an elaborate and able argument, the object of which is to establish, according to the rules of law applicable to the facts of the case, the following positions:

1st. That the treaty with the Menomonee Indians, of 18th October, 1848, should be so interpreted as to mean that they thereby cede to the United States only 3,023,800 acres of land.

2d. That the treaty was effected by means of fraud, imposition, and violence, practiced upon the Indians by the commissioner who negotiated the treaty on the part of the United States. And

3d. That a new treaty should be made with said Indians, as the proper and only legal mode of redressing the wrongs and grievances of which they complain.

The argument of the attorney for the Menomonees throughout presents the whole question as one to be judicially considered and determined according to the strict rules of law governing cases of contract. Confining myself to this view of the subject, so far as the points submitted are concerned, I have arrived at the conclusion that the positions assumed are not well taken.

The material facts and testimony relied on in argument may be stated as follows:

The United States and the Menomonee nation of Indians made a treaty at Lake Powa-na-kay-kow-nay, in the State of Wisconsin, on the 8th of October, 1848.

The second article is in these words, to wit: "The said Menomonee tribe of Indians agree to cede, and do hereby agree to cede, sell, and to relinquish to the United States, all their lands in the State of Wisconsin, wherever situated."

As, preliminary to the making of this treaty, the question was submitted to the Attorney General of the United States, to determine the extent and quantity of the lands owned by these Indians, he gave an opinion on the 13th September, 1848, in which he examined the several treaties previously made with the Menomonees, and the agreement between them and other tribes in relation to their boundaries.

The result of his inquiry was—

"1st. That the Menomonees have no reasonable pretensions to the west of Black river, which they indicated in the treaty of 1825 as the extent of their claim in that direction.

"2d. That they have none beyond the limits which they specified and claimed in the treaty of 1831; and that the United States, having since purchased of other tribes the lands beyond those limits, cannot be called upon to pay for them again.

"3d. That within those limits they have no title whatever to the large triangular tract adjacent to, and west of, the line established between them and the Chippewas by the treaty of 1827, they having then relinquished any claim of title to the Chippewas.

"4th. That, subject to the three foregoing restrictions, they may cross the Wisconsin, into the territory claimed by the Winnebagoes, and show a title better than theirs, if they have one.

"5th. That the treaties of 1825 and 1827, fairly interpreted, with reasonable and legitimate inferences, would prevent them from crossing the line of 1825 into what was then regarded as the Chippewa territory, and preferring any claim there.

"6th. That the treaty of 1836 so far countenances some claim to the north of that line as to render it expedient, upon reasonable terms, to extinguish it, if a treaty should be made for the purchase of their acknowledged possessions."

After this opinion of the Attorney General was given, the Secretary of War issued his instructions to the commissioner who was appointed to negotiate the treaty. These instructions were dated September 14, 1848, and contained the following directions, to wit:

"In consequence of the conflict and confusion as to the true boundaries of the Menomonee country within the limits of the State of Wisconsin, I have taken the opinion of the Attorney General of the United States on the subject, and enclose to you a copy for your information. The President is disposed to treat the Indians with kindness and liberality; and while the extreme claims of the Menomonees to territory already purchased by the United States from the Chippewas and Winnebagoes cannot be recognized, you may, if a treaty can be effected at a cost *per acre* of the estimated quantity of land within the limits suggested by the Attorney General, *not exceeding that paid by the United States under the treaty with the Menomonees of September* 3, 1836, provide in the treaty for the purchase of all their claims to lands in Wisconsin, and stipulate for the payment of a sum *not exceeding the same rateable price as in the same treaty above referred to;* the quantity of land estimated to be within these limits, and to form the basis of your calculation of price, is *three millions twenty-three thousand and eight hundred acres.*"

Accompanying these instructions there was a map, prepared at the Topographical Bureau, under the direction of this office, in accordance with the foregoing opinion of the Attorney General. The area marked out on the map as the Menomonee tract was estimated to contain the number of acres mentioned in the instructions, to wit, 3,023,800 acres.

On the 12th of December, 1848, the Commissioner of the United States reported to the Secretary of War that he had consummated the treaty.

He said: "You will perceive that the Menomonees cede to the United States *all their lands in the State of Wisconsin, without any reservation whatever;* and that the resolution of the Senate of the 3d of March, 1843, has, in all other respects, been strictly observed.

"Some controversy has arisen in relation to the extent and boundaries of the country owned by these people, the principal chief claiming nearly *eight millions of acres*, whilst the department concede to them a much less quantity. The matter was referred to the Attorney General, who, upon a full examination of the numerous treaties heretofore made, as well with this as the various other tribes which formerly inhabited that region of country, gave an elaborate and satisfactory opinion on the subject. I was accordingly *limited in the recognition of their rights*, as will be seen by the letter of instructions, to 3,023,800 acres, and to the *same rate of compensation therefor which was paid for the land acquired from the same tribe by the treaty of* 1836.

"By the *latter* treaty the said Indians ceded to the United States 4,184,320 acres of land, for which they were to receive $791,310 50, payable in the manner therein stipulated. A similar rate of compensation would make the 3,023,800 acres amount to $571,840. But I ascertained, while in the country, that there was an error in the map which was before the Attorney General, in relation to the location of a small lake that determined the course of one of the boundary lines, and which, if so corrected as to conform with the representations there made, would probably increase the number of acres which I was authorized to recognize as belonging to the Indians to about 4,000,000.

This latter quantity, at a rate of compensation similar to that paid in the treaty of 1836, would amount to $756,453.

"By the treaty now submitted, the compensation stipulated to be paid by the United States, in addition to the country set apart for the Menomonees west of the Mississippi river, is $350,000, which is less than two-thirds of the maximum I was authorized to offer, and less than one-half, provided the error aforesaid should be corrected in the manner suggested, and the title of the Indians recognized to 4,000,000 of acres."

As Commissioner of Indian Affairs, in his annual report for the year 1848 and 1849, he thus speaks of this purchase:

"This important object, which unfavorable circumstances and influences have heretofore prevented being effected, has at length been attained, a treaty having recently been negotiated with them, the Menomonees, by myself, in their country, under instructions of the 14th September last, by which they cede all their lands in Wisconsin, containing about 4,000,000 of acres," &c.

On the 4th September, 1850, a deputation of the Menomonee Indians, consisting of nine chiefs and headmen, who were then in Washington, presented to the President of the United States, in behalf of their nation, a memorial, wherein, among other things, they allege that they were "*imposed on*" in the making of said treaty; and of the commissioner who made it they speak as follows: "He told them in council that they did not own more land in Wisconsin than from *one and a half to two and a half millions of acres.*"

"He exhibited to them a map which he said was made at Washington, setting forth the boundaries of their lands, and showing what he represented as the quantity owned by them. *They* also had a map of their country, which was shown to him, as containing the lands set apart and recognized as theirs by their former treaties with the United States; but he refused to have anything to do with it, and persisted in his aforesaid representation of the quantity, denying that they had any title beyond the lines laid down on his map." "He told the nation he would not give them more than the $350,000 for said land, and threatened them with the authority of the United States, and its power to remove them at its pleasure, if they did not sign the said treaty."

"He threatened to degrade those of their chiefs who opposed the treaty, if they did not consent to the terms which he proposed; and declared that if they persisted in refusing to sign it, he would *remove them*, and appoint other chiefs who would sign it. Thus he induced some of their chiefs to sign said treaty *from fear*, and because they supposed that the United States would force them off their lands if they did not willingly sell and cede them."

"He told them expressly that if they signed the treaty, and the country set apart for them on the west side of the Mississippi was not good and suitable for them, they should be removed to a better country somewhere else."

"Although he professed to have the boundaries of all their lands marked out on his map, yet he did not describe the lands ceded in the treaty by these bounds; he made the treaty read so as to cede '*all their*

lands in the State of Wisconsin, wherever situated,' so as to include what was marked off on their map as well as his."

"When he returned to Washington, he represented to Congress, in his annual report for 1848–'49, that he had purchased of them, by this treaty, a tract of country *containing* 4,000,000 *acres*, which was nearly or quite *twice* as much as he represented to them that they owned."

On the same day that the memorial from the delegation of the Menomonee nation was received at this office, a communication was laid before the President of the United States from Thomas Wistar, jr., and Alfred Cope, two members of the Society of Friends, the first of whom had been selected by the President in the spring of 1849 to make a payment of the sum of $40,000 to said Indians. This letter has been referred to this office.

The authors of it say, in reference to the aforesaid treaty:

"But did they make a treaty in any proper sense of the term? The Friends, on inquiry, had reason to believe that the treaty, as it is called, was imposed upon this unhappy and helpless people by the strong hand of power. They resolutely refused to sell their lands, until they were told by the United States commissioner that they had no alternative but submission to the terms prescribed, or expulsion without remuneration."

After having presented the aforesaid memorial to the President of the United States, through R. W. Thompson, esq., the Menomonees, on the 9th of September, 1850, constituted and appointed said Thompson the true and lawful attorney of the said tribe, to act for and in the name of the said tribe in seeking redress for their alleged wrongs; and they requested the President to recognize him as their sole and only attorney for said purpose. This power of attorney was signed by the chiefs and headmen, who constituted the deputation of said nation in this office, and was interpreted to said chiefs, and acknowledged by them in the presence of the then acting Commissioner of Indian Affairs.

These are the main facts in the case upon which the counsel of the Menomonees bases his argument.

I will now proceed to consider the positions he has assumed, in their order.

In support of the first position numerous authorities are cited, but the whole argument on this point presupposes that the treaty presents a case for *interpretation*, and all the authorities cited apply exclusively to such a case. In my judgment, this assumes for true what is not shown to be true, and what, in view of the terms of the treaty and the well settled rules of law, cannot be assumed. It is necessary, says Vattel in his chapter on *interpretation* of treaties, to establish rules founded on reason, authorized by the law of nature, capable of diffusing light over what is obscure, of determining what is uncertain, and of frustrating the views of him who acts with duplicity in forming the compact.

Let us begin with those that tend particularly to this last end, with those maxims of justice and equity which are calculated to repress fraud and to prevent the effect of its artifices.

The first general maxim of interpretation is, that it is not allowable to interpret what has no need of interpretation. When a deed is worded in clear and precise terms—when its meaning is evident, and leads to no absurd conclusion—there can be no reason for refusing to admit the meaning which such deed naturally presents. To go elsewhere in search of conjecture, in order to restrict or extend it, is but an attempt to elude it. If this dangerous method be once admitted, there will be no deed which it will not render useless.

However luminous each clause may be, however clear and precise the terms in which the deed is couched, all this will be of no avail if it be allowed to go in quest of extraneous arguments to prove that it is not to be understood in the sense which it naturally presents.—(*Vattel, sections* 262, 263.)

The same author lays it down as another general maxim that, on every occasion when a person could and ought to have made known his intention, we assume for true against him what he has sufficiently declared. This is an incontrovertible principle, applied to treaties; for if they are not a vain play of words, the contracting parties ought to express themselves in them with truth, and according to their real intentions. If the intention, which is sufficiently declared, were not to be taken, of course, as the true intention of him who speaks and enters into engagements, it would be perfectly useless to form contracts or treaties.—(*Vattel, section* 266.)

I have quoted the foregoing passages at length, because numerous extracts from the same author are introduced in the argument of Mr. Thompson, and because they forcibly illustrate the rules and principles of law which are decisive of the first point presented for consideration.

The terms of the treaty have been already quoted, and are so plain, definitive, precise, and determinate, as not to admit of doubt. Certainty of meaning precludes interpretation; or, in the language of Vattel, "it is not allowable to interpret what has no need of interpretation." I conclude, therefore, that the Menomonees have ceded "all their lands in Wisconsin, wherever situated," be the quantity what it may, unless the treaty is void for fraud; and this leads to the consideration of the second position assumed by their attorney.

In view of the peculiar relations existing between the government and the Indians within our limits, it is much to be desired that all our dealings with them should be characterized by justice and liberality. It is difficult to conceive of a charge more odious in its character, than that a treaty with a feeble and dependent tribe, solemnly ratified and confirmed by the Senate and President, as part of the supreme law of the land, has been effected by means of fraud and oppression. When governmental action is invoked, predicated on such a charge, its truth should be clearly and satisfactorily established. In the present case, the testimony on this point is mainly *ex parte*, and so far inadmissible on legal principles; but waiving objections to its character, and giving it all the weight it would be entitled to if regularly taken, it goes to show improper and reprehensible conduct on the part of the commissioner in negotiating the treaty, rather than the perpetration of an actual fraud. It consists, in part, of the affidavits of *ten persons*, who

all concur in stating that the commissioner represented to the Indians, at the time the treaty was made, that they owned only *one million six hundred thousand acres* in the State of Wisconsin. The same witnesses concur also in stating that the commissioner told the Indians that the sum he allowed them by the treaty, $350,000, was more than he was instructed to pay them. They also state that he used menacing language towards the Indians, and threatened that they would be removed from their lands by force, if they did not sign the treaty; and that, in their opinion, the Indians executed the treaty under the influence of those threats and menaces.

This testimony is fully set forth in the extracts which follow:

Amos Dodge, a citizen of the State of Wisconsin, deposes "That he was at Lake Pow-an-kay-kon-nay, in the month of October, A. D. 1848, and attended the treaty councils held by William Medill, then Commissioner of Indian affairs, with the chiefs and headmen of the Menomonee tribe of Indians, and that said Medill, in said councils, repeatedly told said Indians, that their tract of land contained only about *sixteen hundred thousand acres;* that he was offering them *more* for the same than he was instructed by their great father to pay therefor; that at the last council he told said Indians, should the land on Crow Wing river not suit them, that the President (their great father) would make other arrangements for obtaining a new home for them to their satisfaction; and that the speeches of said Medill in said councils were filled with threats and menaces towards said Indians, by which means (in part) he was able to obtain (as he did) a signed treaty."

Conrad J. Coon, Talbot Pricket, Walter T. Webster, William Dickenson, Archibald Caldwell, George Cown, and L. H. Dickenson, all testify to the same; and, in addition, swear that they "verily and truly believe that said Indians signed the treaty of October 18, 1848, under the belief that, should they refuse, the government of the United States would violate their repeated pledges of protection, and send troops to force them to leave their homes."

Walter H. Besly and John H. Kitson testify, on oath, to the same; the latter adding, that the chiefs in council told said Medill that the hearts of their people were loaded with grief, and that at the last council, when the treaty was signed, *Osh Kosh*, the head chief, said to his fellow chiefs then in council: "My friends we cannot do otherwise, we are forced into it."

In addition to the above, other testimony, having reference to the general facts, but not to the representations of the commissioner as to the quantity of land owned by the Indians, is presented.

It consists of the affidavits of Charles Giesse, Franklin Cowden, Edward Deker, and Edward H. Sawyer, all of whom testify to being at the making of the treaty; affirm that representations were made by the commissioner whereby the Indians became alarmed, and were induced to execute the treaty; and this testimony is corroborated by a written statement of the Rev. F. J. Bonduel, superintendent of the school, and missionary pastor among said Indians.

The testimony thus briefly alluded to is full and explicit upon all the alleged points of wrong and grievance of which the Menomonees,

nemorial, complain; but does not, as already stated, amount
proof of fraud.
ere is it shown that the Indians were deceived by the alleged
entations of the commissioner as to the quantity of land
them. From all that appears, they adhered throughout to
on that they owned much more than they in fact possessed.
r they nor the commissioner knew, or could know, the precise
; and, from the nature of the transaction, the contract must
ered as one of hazard. It is proper, too, in this connexion
e, that written statements are on file in this office which con-
any of the allegations of the memorial, and are at variance
testimony presented by the counsel for the Menomonees; they
e in answer to a petition from the "*Christian party of the*
ees," previously submitted to the President, and referred to
rtment. In it were charges against the commissioner who
d the treaty, identical with those in the memorial subse-
presented by the "*Chiefs and headmen of the Menomonee na-*
w under consideration.
statements are made at length in answer to all the grievances
ed of in said petition; but I design to refer only to such por-
ear upon the points now to be determined.
m H. Bruce, the sub-agent, to whom a copy of the petition
transmitted by this office, states that he was present at the
of the treaty, and denies that any thing derogatory to the
of the gentlemen employed in making it took place. He
mistake was made by Mr. Medill, it was owing to the maps
n. He also submits:
letter from the Hon. M. L. Martin, in which it is stated
Mr. Martin) was present with Commissioner Medill at the
f the treaty, and that every charge, either direct or by im-
against the latter, of improper conduct, is destitute of truth.
letter from A. G. Ellis, in which it is stated that the charges
Ir. Medill are gratuitous and malicious; that the latter ex-
reat kindness and patience to, and used no concealment with,
ns; that the opposition to the treaty came, not from the In-
t from the half-breeds, the traders, and their missionary.
e deposition of Samuel Ryan, which sustains the foregoing;

letter from Colonel Francis Lee, United States army, in
says, with some facts to give plausibility to the whole, the
f the Christian party is a tissue of cunning fabrication; looks
s a scheme to get money out of the treasury.
atements thus briefly referred to, and which are, in part, in-
exonerate the commissioner from the charges preferred
im of misrepresentation, fraud, and violence in effecting the
ill be transmitted to you, in order that all the testimony in
ssion of this office, bearing upon this important subject, may
efore the President.
ains, then, to be considered whether, under all the circum-
ttending the making of the treaty of 1848, the appeal of the
nees to the clemency and justice of the government should be

regarded. Sound policy, it is respectfully suggested, would indicate that it should. A feeble and dependent people, with, to say the least of their pretensions, a claim to the protection and guardianship of the government, appealing to its clemency, where evidently they have not been dealt with as it was designed they should have been by those in authority, should not appeal in vain. In the language of the letter of instructions from the Secretary of War to the commissioner who made the treaty, these Indians should *now* be treated as the President was then disposed to treat them, "*with kindness and liberality;*" and this leads to the consideration of the third proposition submitted by their attorney.

"That a new treaty should be made with said Indians as the proper and only legal mode of redressing the wrongs and grievances of which they complain."

Admitting the proposition above stated, to the extent that a new treaty is a proper and legal mode of granting the relief prayed for by the Indians, yet, in my opinion, it is not the only, nor the most eligible, mode of "redressing the wrongs and grievances of which they complain."

It is subject to the objections of *delay and expense,* both of which may be obviated, if the remedy I shall suggest be adopted by the President.

By the treaty of 1831, provision was made for the manner in which the lands set apart as the future home of the tribe should be subsequently acquired by the United States. The provision to this effect was as follows:

"The boundary, as stated and defined in this agreement, of the Menomonee country, with the exception of the cessions hereinbefore made to the United States, the Menomonees 'claim as their country' that part of it adjoining the farming country, on the *west* side of the Fox river, will remain to them, as heretofore, for a hunting ground, *until the President of the United States shall deem it expedient to extinguish their title.* In that case the Menomonee tribe promised to surrender it immediately upon being notified of the desire of the government to possess it." *The additional annuity then to be paid to the Menomonee tribe to be fixed by the President of the United States.*

Subsequent treaties did not abrogate the foregoing provision, and by it ample power is given to the President to do full justice to these Indians. It is respectfully suggested that the clear meaning of this provision is, that the President shall have power to extinguish the title *without a treaty,* and by mere notice, for it says: "In that case," that is, when the President shall deem it expedient to extinguish the title, "the Menomonee tribe promise to surrender it immediately upon being *notified* of the desire of the government to possess it." And it further provides for the mode of compensation, or the sum to be paid, when the title is extinguished. This is also to be fixed by *the President.* It says, "*the additional annuity then to be paid to the Menomonee tribe to be fixed by the President of the United States.*" By this it was evidently intended to leave the whole question in the hands, and subject to the will, of the President.

Should the President decide to exercise the discretionary power vested in him by the treaty of 1831, the *amount* of the "*additional annuity,*" the manner of payment, whether in money or goods, and

the several dates at which payments shall be made, will have to be determined.

In fixing the *amount*, it may be well to refer to the instructions which preceded the negotiation of the treaty of 1848, and to the report of the Commissioner after it was consummated.

The Secretary of War, in his instructions to Mr. Medill, after informing him of the disposition of President Polk to treat the Indians with kindness and liberality, directed him to effect a treaty, at a cost per acre of the estimated quantity of land, "*not exceeding that paid by the United States under treaty with the Menomonees of September* 3, 1836," and estimated the quantity to form the basis of his calculation of price at 3,023,800 acres.

By the treaty of September 3, 1836, it appears, from the report of the Commissioner, that 4,184,320 acres were ceded to the United States, for which the Menomonees were to receive the sum of $791,510 50. A similar rate of payment would, as stated by the Commissioner, make the 3,023,800 acres amount to $571,840. He, however, negotiated the treaty, which acquired for the United States all the lands claimed by the Menomonees in Wisconsin for the sum of $350,000, a sum far short of the maximum which he was authorized to offer. The number of acres, it appears from the same report, exceeded the estimate of the Secretary of War, being about 4,000,000; and this latter quantity, at a rate similar to that paid in the treaty of 1836, would amount to $756,453.

It appears, then, by the treaty of 1836, the price paid for the 4,184,320 acres was $18\frac{2}{10}$ cents per acre; at the same rate only 1,851,851 acres would have been acquired for the $350,000, paid under the treaty of 1848. It is alleged, however, by the Indians, that Mr. Medill stated that they owned only 1,600,000 acres, and that he was paying or offering them more for their lands than he was authorized by the President to offer. When, therefore, it is considered that 1,600,000 acres, at the *maximum* which the Commissioner was authorized to offer, amounts to $302,400, and that it is alleged that he told the Indians he was agreeing to pay more than he was authorized to pay, there is reason to believe, and it is in evidence, that such a statement was made to them; and although it does not appear that they were deceived by it in regard to the quantity which they owned or claimed, yet it may be worthy of consideration, in connexion with the other facts and circumstances, in determining the additional compensation proper to be allowed them.

It is known that these people are helpless and dependent. Great dissatisfaction exists among them by reason of the treaty of 1848. The impression which generally prevails among *our own* citizens in their vicinity is that they have been hardly dealt with, and that the terms of their contract bear heavily upon them. The lands which by the treaty of 1848 they have surrendered are exceedingly valuable, and in extent, as computed at the General Land Office, exceed *five millions of acres*. To pay them now what the government under the administration of President Polk was willing to pay, is the least, taking all the circumstances into consideration, which, in the opinion of this office, it should do. The quantity then estimated to form the

basis of Mr. Medill's calculation of price was 3,023,800 acres. This, at the maximum which he was autorizhed to pay, would amount to $571,840; and this is the least sum, after deducting the $350,000 already paid, which, in my opinion, the government ought to pay, or which would satisfy the Indians. With this amount of additional annuity, properly applied, it is believed they would be content; it will satisfy them that the government designs to do them justice, and will so impress them with a sense of gratitude as to make them more obedient to those instrumentalities which may in future be employed to bring them under the influence of civilization and Christianity.

Immediately connected, too, with the settlement of this question is the fact that the period is rapidly approaching when these Indians will have to remove from their present residence to the one provided for them west of the Mississippi. The expenses of their removal they will themselves have to defray, and this is an additional reason why the most favorable consideration should be given to their petition for relief. Besides affording them the means of removing, a knowledge that an additional annuity had been granted to them would, no doubt, have a most beneficial effect in conciliating their good will, and leading them to a more ready acquiescence in the policy and measures of the government in regard to their future management.

The papers submitted by you are herewith returned, together with the memorial of the "Christian party" of the Menomonees, and the statements in answer thereto, to which reference has been made in the foregoing.

Very respectfully, your obedient servant,

L. LEA, *Commissioner.*

Hon. A. H. H. STUART,
Secretary of the Interior.

No. 12.

IN SENATE OF THE UNITED STATES, *February* 14, 1853.

Mr. WALKER made the following report.

The Committee on Indian Affairs, to whom it was referred to inquire into and report to the Senate, "what sum, if any, is equitably and justly due from the United States to the Menomonee tribe of Indians; and on what terms and conditions, and in what manner, such sum should be paid to said Indians," have had the inquiry under consideration, and now ask leave to report:

That, by the terms of the treaty of October 18, 1848, the Menomonees cede all their lands in the State of Wisconsin, for the sum of $350,000, in addition to the country set apart for them west of the Mississippi. Now, if the quantity of land owned by these Indians was not materially under estimated by the government, and if they were paid without unreasonable deduction, at the rate and to the amount to which they were reasonably entitled for what they did cede, then it is

ar that they have no cause of complaint or of claim. To hold the ıtrary would be to subject the government to the inconvenience of ıdjusting its treaty arrangements and accounts with most, if not all, › Indian tribes with which it has ever made treaties of cession and ıuisition.

The committee has, therefore, most seriously and laboriously turned attention to the inquiry: first, did the authorities of the government ıterially under estimate the quantity of land owned by the Menomo-es in Wisconsin, when fixing the basis of the treaty of 1848? and, ·ond, did they, in settling the price to be paid, make unreasonable duction from the rate or the amount to which these Indians were titled for what they did in fact cede to the government?

By the instructions of the Secretary of War to the commissioner who gotiated the treaty of 1848, the quantity of land estimated to the ·nomonees, and which was to form said basis, was but 3,023,800 res. The committee cannot hesitate to pronounce this estimate too w; and not only too low, but so much so as to startle at once the nse of justice of any one who will inform himself of the facts. Indeed, manifest has been the error of the estimate, that from the hour the mmissioner arrived on the treaty ground, he seems to have become rare of it to a great extent, for he says in his report to the Secre-ry of War, of 12th December, 1848, that he "*ascertained, while in e country, that there was an error in the map which was before the ttorney General, in relation to the location of a small lake that deter-ined the course of one of the boundary lines, and which, if so corrected › to conform with the representations there made, would probably ·crease the number of acres which I was authorized to recognize as ·longing to the Indians to about* 4,000,000."

As if desiring to impress the government with a knowledge of the ıct that it had overreached these defenceless beings to the extent of, at ·ast, about one million of acres, the Commissioner holds this language ı his annual report for the years 1848 and 1849, when speaking of the onclusion of the treaty of 1848:

"This important object, which unfavorable circumstances and influ-nces have heretofore prevented being effected, has at length been ·ttained, a treaty having recently been negotiated with them, by my-elf, in their country, under instructions of the 14th September last, ·y which they cede all their lands in Wisconsin, *containing about four ·illions of acres,*" &c.

At the time the treaty was signed, the chiefs of the tribe claimed hat they justly owned nearly eight million acres of land in Wiscon-in. They have ever since claimed, and still claim, the same thing; ınd that the government has dealt hardly by and has stripped them f this vast extent of country, under an ostensible purchase of only ;,023,800 acres. These complaints and clamors have directed the ıttention of the proper functionaries of government to the subject, vith a view to ascertaining whether or not they were founded in truth ınd justice. Investigation has shown to the satisfaction of the Presi-lent, the Secretary of the Interior, and the Commissioner of Indian Affairs, and of the General Land Office, that if the Indians claim too nuch, the government has also taken from them vastly too much, and

has paid them for too little. In a letter of the present Commissioner of the General Land Office, which has been laid before the committee, the Commissioner estimates the area of the cession at 5,000,000 acres. This estimate is referred to with approbation by the Commissioner of Indian Affairs in his report to the Secretary of the Interior, of the 23d of April, 1851. This last report has been approved by the Secretary of the Interior and the President, as evinced by the two letters of the Secretary of the Interior accompanying this report, dated respectively the 12th and 16th of July, 1852. Upon a map accompanying the annual report of the Commissioner of the General Land Office, for the last two years, a district of country is laid down as the "*Menomonee cession of October* 1848," which embraces, upon actual survey, 231 townships, or 5,322,240 acres. Within this tract is embraced about 92,000 acres of the cession of 1836, on the east side of the Wisconsin river, which being deducted from the above aggregate, leaves 5,230,-240 acres as the acknowledged amount of the cession of 1848. The committee submit a copy of this map with their present report, having colored the district or tract just mentioned with red.

But it may be asked, by what authority is the Menomonee cession extended north of the southern line of the Chippewas, as established by the treaties of the 19th of August, 1825, and the 11th of August, 1827? The answer is a plain one. By those treaties the most southerly point of the southern line of the Chippewas was fixed at the Plover Portage of the Wisconsin river. By two treaties made with the Menomonees since the treaties of 1825 and 1827, the government has conceeded that it *did not* consider the Menomonees bounded on the north by the southern line of the Chippewas. By one of these treaties (8th of February, 1831) the Menomonees are permitted to carry their northern boundary as far north as the head of the Menomonee river of Green bay, as shown on the map above alluded to; and by the other, (3d of September, 1836,) the government actually made a purchase from the Menomonees of 184,000 acres of land lying three miles on each side of the Wisconsin river, and extending north from the Plover Portage, or southern extreme of the Chippewa line, a distance of nearly forty miles.

From this it is manifest that the government has never restricted the Menomonees on the north to the southern line of the Chippewas; nor have the Menomonees ever deemed themselves so restricted. They had the best of reasons for supposing the contrary. Not only had the government allowed them to bound their country far north of that line, but it had fully recognized their title by making a purchase and accepting a cession from them north of it.

It will be perceived, by reference to the map herewith submitted, that the Menomonees' cession, indicated in red, lies entirely east of the Wisconsin river. But in point of fact, did not the Menomonees, at the date of the treaty of 1848, also own the country west of that river to Black river, and north of the Manoy or Lemonweir river, as indicated by the tract colored on the map with green? The committee is of that opinion, and for the following reasons:

By the 8th article of the treaty of the 19th August, 1825, the Menomonees claim Black river as their western boundary. This claim was

made in the presence of the government commissioners, and the delegates of the Sioux, Chippewas, Sacs and Foxes, Iowas, Winnebagoes, Ottowas, and Pottawatomies, and was disputed by neither. In the treaty of the 8th February, 1831, they extend their boundary even further west—making the Chippewa river their western boundary; and for a southern line, west of the Wisconsin, they take a line from the mouth of the Chippewa, across Black river, to the forks of the Manoy (now called the Lemonweir) river, and down that river to the Wisconsin. But limiting them to Black river on the west, and by the southern line and the Manoy, as described in the treaty of 1831, we find them to have been entitled to this additional tract of land, between the Wisconsin and Black rivers, amounting to 108 townships, or 2,488,320 acres; which added to 5,230,240 acres east of the Wisconsin—and which is now conceeded to have belonged to the Menomonees—and the amount of the cession of 1848 would appear to have been 7,718,560 acres. The committee has searched in vain to find any act of the Menomonees by which they have ever divested themselves, or been divested, of this Wisconsin and Black river tract. On the contrary of such a fact, the committee finds that the government expressly recognized their title west of the Wisconsin, by the purchase from them in 1836 of about 92,000 acres of land west of that river. The Menomonees have never ceased to claim this tract of country; and both before and at the time of making the treaty of 1848, Oshkosh, the head chief of the Menomonees, and both a good and sensible man, claimed that his tribe owned nearly 8,000,000 acres in Wisconsin. It was in view of this continued claim that the Attorney General, to whom this matter was referred before the treaty of 1848, used the following language in his opinion given on the occasion of that reference:

"*They* (the Menomonees) *may cross the Wisconsin river into the territory claimed by the Winnebagoes, and show a title better than theirs, if they have one.*"

To show this better title, what more could an Indian say than this; "In 1825 we claimed to Black river, in the presence of our white brother and the Winnebago, and neither disputed our claim; we have occupied and hunted over the country ever since, until 1836, when our Great Father, wanting a part of this country, applied to us to buy, and not to the Winnebago; and we, and not the Winnebago, sold to our Great Father. From 1836 to the present hour we have continued to occupy what we did not then sell. Our camps were there and our families were there, when our warriors went forth to assist you in your battles against the Winnebago; yet you will say our title is no better than the Winnebago's, when he only came upon our country by sufferance or usurpation, and, by his craft and intrigue, induced you to buy from him what belonged not to him but to us."

All this might be said by the Menomonee, and at the same time truly said. The committee, therefore, cannot gainsay the title of the Menomonees to this tract. Whatever of usurped title the government may have seemed to recognize in the Winnebagoes, the committee are forced to the conviction that the Menomonees had a "better title than theirs" to this tract of country.

The real amount of land ceded by the treaty of 1848 would appear, then, to have been, as before *stated, 7,718,560* acres, while the maxi-

mum estimated and fixed as the basis of treaty was but 3,023,800 acres. The difference is 4,689,760 acres;. and this difference the government has acquired without price, and the Indians have lost without consideration, and are now without the power to redress the wrong; for, by the terms of the treaty, they *cede all their lands in Wisconsin, wherever situated.*

The committee cannot, however, come to any other conclusion than that the government did materially and unreasonably under estimate the lands of the Menomonees, in fixing the maximum at 3,023,800 acres, and that humanity and justice alike forbid that the country should avail itself of the enormous difference; but, on the contrary, that these, as well as sound policy, would dicate the propriety of readjusting the financial relations of the government with this ever friendly, yet now poor, helpless, and defenceless people.

What is shown to have been the loss of these Indians in land, is not the only loss they sustained by the treaty of 1848, or rather by the manner in which its terms were settled by the commissioner who negotiated it. This brings the committee to the second branch of the inquiry: Did the government, in settling the price to be paid, make unreasonable deduction from the rate or amount to which the tribe was reasonably entitled for what it did in fact cede?

By the instructions to the negotiator of the treaty he was authorized to pay for a cession of the Menomonee lands, at a rate "*per acre not exceeding that paid by the United States under the treaty with the Menomonees of September* 3, 1836."

Now, the rate per acre paid by the United States under the treaty of 1836 was $18\frac{2}{10}$ cents. If the negotiator had allowed at this rate for even the under estimated maximum of 3,023,800 acres, to which he was restricted by his instructions, it would have amounted to $571,498 20; whereas, he allowed but 350,000 for the limited maximum, which would be at the rate of but eleven cents and a fraction per acre. Here, then, the Indians were subjected to a deduction and loss, in the authorized price, of $221,498 20, supposing them to have owned but the amount of land fixed as the maximum.

But suppose the quantity of land to have been what the negotiator says he discovered it was while in the country—4,000,000 acres; this, at the rate of the treaty of 1836, or $18\frac{2}{10}$ cents per acre, would amount to $756,000. The amount received for this increased quantity was, likewise, but $350,000; showing, under this state of the case, a loss to the Indians of $406,000.

And again suppose the quantity of land actually ceded to be what it is estimated to be at the General Land Office—5,000,000 acres; this, at the authorized rate of the treaty of 1836, would amount to $945,000. But for this still increased quantity the Indians were paid but $350,000, sustaining, upon this basis, a loss of $595,000. Yet we have seen that an actual survey has demonstrated the fact that the actual quantity of land embraced in the tract east of the Wisconsin river—confessedly the Menomonee cession of 1848—is 5,230,240 acres. This quantity, at the authorized rate of $18\frac{2}{10}$ cents per acre, would have given the Indians $988,515 36. And yet they received for all this but the sum so often mentioned, or $638,515 36 less than they were entitled to, for their land east of the Wisconsin alone.

But concede the Menomonee title to the country between the Wisconsin and Black rivers, and the case stands thus: East of the Wisconsin, 5,230,240 acres; west of the Wisconsin, 2,488,320 acres, making an aggregate of 7,718,560 acres. This quantity at $18\frac{9}{10}$ cents per acre, would entitle the Indians to the sum of $1,458,807 84. Deduct from this sum the amount paid, and the balance in favor of the tribe would be $1,108,807 84.

The committee is aware that this statement of the case seems incredible; yet, as regards the quantity of land, they would remind the Senate that it is no more than the Indians have always claimed; and as regards the price, it is but what they received for their lands under the treaty of 1836, and what the commissioner was authorized by his instructions to stipulate for, by the treaty of 1848. What makes the statement above seem incredible, is the enormity of the difference between the estimated and *actual* quantity of land ceded; and between the price *authorized* to be paid, *and that which was actually paid.* Were the treaty *now* to be made, it cannot be presumed that the maximum of land would be estimated at a quantity less than 5,230,240 acres; for this is now known to be contained in the single tract east of the Wisconsin; and surely $18\frac{9}{10}$ cents per acre would not be deemed an extravagant price for land of the most fertile and beautiful character, when it is remembered that within a year the Senate has ratified a treaty stipulating to pay about 60 cents per acre for land upon the St. Peter's river, in Minnesota.

While it is thus clear that the maximum would not be estimated at less than the quantity known to be contained in the tract east of the Wisconsin, is it any less clear that the maximum would be estimated to include the tract west of the Wisconsin? If so, it could only be in consequence of some supposed superior title in the Winnebagoes. Title in the Winnebagoes must be found, if found at all, in the 7th article of the treaty of 19th August, 1825. But it must be borne in mind that this article claims also all east, to and including Winnebago lake, and concludes with these words: "But, for the causes stated in the next article, *this line from Black river must, for the present, be left indeterminate.*"

In the next or 8th article of the same treaty, the Menomonees dispute the Winnebago title, and claim, as before stated, west to Black river. In 1831 they reassert their title, and that, too, with the approbation of the government; while the Winnebagoes never again allude to their claim to the country in question, notwithstanding they cede land elsewhere to the government, by treaties of 1829 and 1832. In 1837, however, without designating any particular locality, they enter into this sweeping and comprehensive stipulation with the government: "ARTICLE 1.—*The Winnebago nation of Indians cede to the United States all their land east of the Mississippi river.*"

Here, then, we have the whole of the Winnebago title or claim, so far as it conflicts with that of the Menomonees; while the Menomonee claim starts with the year 1825, is reasserted in 1831, and again in 1836, when they sell a part to the government; and from the beginning down to the treaty of 1848, they are in possession and occupancy of the country.

The conclusion would therefore seem irresistible, that the Menomo-

nee title to the country between the Wisconsin and Black river was as complete as to any other part of their acknowledged cession. If so, with the knowledge at present possessed upon the subject, an estimate of the Menomonee lands would necessarily include the country in question.

How, then, stands the case? The government has obtained a cession of 7,718,560 acres of land, worth at least as many dollars, after paying all expenses, for which she has paid but $350,000. Here is a clear gain of $7,368,560. The committee is not aware of any like speculation by the government in its negotiations with mankind, either savage or civilized. And upon whom is this speculation made? Upon a nation of reputed savages—once wealthy and powerful, indeed, but now poor and helpless in the extreme, but whose glory it is to boast that they have never yet shed the blood or taken the scalp of a white man; upon a nation of friends—early and long tried, but still friends—who from 1812 to the late Indian war of the Northwest, have always been found the firm and steadfast allies of our country. But such has been their treatment in return. Still, however, they faithfully maintain their plighted amity, and await, with hope, the justice of the government.

But as the Menomonees did in fact contract, at the rate of eleven cents and a fraction per acre, for their land, it may be asked on what ground the committee bases the right of the Indians to a higher rate? The committee readily concedes, that if the Indians so agreed, with a full knowledge of all the facts and circumstances surrounding the transaction, there would be no foundation for a claim to a higher rate. But did they possess this knowledge? Were they informed that the President had authorized the negotiator to pay as high as $18\frac{2}{10}$ cents per acre? If not—and it nowhere appears that they were—there was an omission to inform them of what was most vitally essential to their rights; for it was to the rate prescribed by the President, and not to that which might be bargained for by the negotiator, that the Indians had a right to look for the rule of compensation for their lands—and this, too, by express treaty stipulation. By the treaty of the 8th of February, 1831, it was stipulated between these same Indians and the government as follows:

"That part of it (their country) adjoining the farming country, on the west side of Fox river, (which is the country ceded by the treaty of 1848,) will remain to them, as heretofore, for a hunting-ground, *until the President of the United States* shall deem it expedient to extinguish their title. In that case, the Menomonee tribe promise to surrender it immediately upon being notified of the desire of government to possess it; *the additional annuity then to be paid to the Menomonee tribe to be fixed by the President of the United States.*"

In this clause the term "annuity" is clearly used in the sense of *compensation;* for an "annuity" is a continuous thing, and could not be said "*then to be paid.*" In this sense, then, it became the duty of the President from that hour, whenever the title of the Menomonees to the country named should be extinguished, to fix "the additional compensation then to be paid to the Menomonee tribe." By his instructions to the negotiator of the treaty of 1848, the President declares that he "is disposed to treat the Indians *with kindness and*

liberality," and then proceeds to limit, if he does not fix, the compensation for their land *at a rate* not exceeding that *of the treaty of September* 3, 1836, *or* $18\frac{9}{10}$ *cents per acre.* But of all this, for aught that appears to the committee, the Indians were kept in entire and profound ignorance. Was this treating them "with kindness and liberality?" Had they not a right to inquire and to know, since they were now "notified of the desire of government to possess their country," and that the time had come when they must fulfil their "promise to surrender it immediately," what rate of compensation the President had named? And when this was made known to them, were they not entitled to this rate? Or did "kindness and liberality" require that they should be made to submit to such terms as might be substituted, in lieu, by keen and subtle diplomacy? Whatever view others may take of these questions, the committee can come to no other conclusion than that the Indians were entitled to the highest rate of compensation fixed by the President; and that subjecting them to a less rate was an infraction of the spirit, if not the letter, of the treaty of the 8th February, 1831. This is the ground on which the committee base the right of the Menomonees to a higher price for their lands than that for which they were induced, under the circumstances, to contract.

Still it may be said that the President did not, in point of fact, fix, but only limited the compensation, or rate of compensation. The plain answer is, that it was his *duty*, under the treaty of 1831, to fix it; and for the government now to take advantage of the fact that he did not, is nothing more nor less than to take advantage of its own wrong, and thereby leaving the Indians subject to all the disadvantages resulting from that wrong, the superior tact of the government, and their own ignorance in matters of negotiation.

In what the committee has said, it is no part of its design to censure the negotiator of the treaty of 1848. In the opinion of the committee, no justification can be found for saying more than this: that he misconstrued his instructions, and stood too firmly and rigidly by the pecuniary interests of his country—an offence, if it be one, with which too few can be charged at this day. Had he been negotiating with an enlightened and independent nation, the consummation of such a treaty would have constituted one of the finest, as it certainly was one of the most successful, strokes of diplomacy.

The committee will conclude this branch of their subject by stating the account as they understand it.

The United States,

To the Menomonee tribe of Indians, Dr.

To 7,718,560 acres of land, ceded by treaty of 18th October, 1848, at $18\frac{9}{10}$ cents per acre, amounting to - - - - -		$1,458,807 84
Deduct amount paid under same treaty	$350,000	
Deduct appropriation for removal to their present location - - - -	25,000	
		375,000 00
Amount due from the United States to said Indians - - - - - -		1,083,807 84

This is the true state of the accounts between the government and the Menomonees, in the opinion of the committee; but as it may be possible that theirs is an over estimate, they deem it safer and more prudent to state the account upon the basis of the quantity of land ascertained by survey to be contained in the tract east of the Wisconsin, thus:

The United States,
To the Menomonee tribe of Indians, Dr.

To 5,230,240 acres of land, ceded by treaty of 18th October, 1848, at $18\frac{9}{10}$ cents per acre -		$988,515 36
Deduct amount paid under same treaty	$350,000	
Deduct appropriation for removal to their present location - - - -	25,000	
		375,000 00
Amount justly and equitably due from the United States to said Indians - - -		613,515 36

This sum is the very least, in the opinion of the committee, which will discharge the claims of justice upon the government, in favor of the Menomonee Indians.

In compliance with the instructions of the Senate, it only remains that the committee report "on what terms and conditions, and in what manner, such sum should be paid to said Indians."

The committee is fully impressed with the difficulty of this branch of the subject, and has reflected upon and considered it with a sincere desire to adjust it in such a manner as to accomplish the most lasting and permanent good to the Indians, and at the same time to do no injustice to the government, or individuals. The committee has, consequently, concluded to recommend that, in making the appropriation, it be provided that the sum appropriated shall remain in the treasury, subject, first, to the payment of such debts or demands upon them as they may expressly assent to in council, in presence of the local agent, after the passags of the act making the appropriation, and the full and fair notification of the fact to the Indians; and, second, to be invested for or paid to the Indians in such manner and at such times as may be agreed upon by and between the President and the chiefs of the tribe.

The committee, therefore, has directed that the following amendment be offered to the Indian appropriation bill and which it is earnestly reccommended may be passed:

And be it further enacted, That there be, and hereby is, appropriated, out of any unappropriated money in the treasury, for the benefit of the Menomonee tribe of Indians, the sum of six hundred and thirteen thousand five hundred and fifteen dollars; the said sum being the consideration in full, at the rate of eighteen and nine-tenth cents per acre, for five million two hundred and thirty thousand two hundred and forty acres of land in Wisconsin, ceded by said Indians under treaty of October 18, 1848, after deducting the sum of three hundred and fifty thousand dollars allowed by said treaty, and twenty-five thousand since appropriated to said Indians. The said sum, however, to remain in

the custody of the Secretary of the Treasury for the time being, subject to the disposition following—that is to say:

First, so much thereof as may be necessary to the payment of such debts and demands of and upon such Indians as they shall, in the presence of the proper local agent or superintendent, expressly admit and sanction as just and due, in a council to be called for that purpose, after the passage of this act, and the notification thereof to them, and of the amount hereby appropriated for their benefit; a true and correct list of which debts and demands, with a statement of the general character of each, properly certified by such agent or superintendent, shall be forwarded to the President of the United States, who shall order the same to be paid out of this appropriation, if he shall be satisfied that the same were freely and voluntarily admitted and sanctioned as aforesaid; and second, the balance to be invested for, or paid to said Indians, in such manner and sums, and at such times as may be agreed upon and stipulated for, by and between the President of the United States and the chiefs of the said tribe.

No. 13.

Copy of rules respecting powers of attorney executed by Indians, prescribed by W. L. Marcy, Secretary of War, October 1, 1846.

WAR DEPARTMENT, *October* 1, 1846.

SIR: The practice which has heretofore prevailed, to a considerable extent, of paying moneys due to Indians on powers of attorney given by them is wholly inconsistent with the duty of government to pay over to them promptly, and without abatement, whatever may be due to them under any treaty or law, or for any claim whatever to which they may be justly entitled. Agents are appointed and paid by the government to attend to their business for them, and they should be the medium of all their communications with the government, whether in relation to any claims they may have, or to their wants or wishes upon any other subject.

Considering how easily Indians are imposed upon, to permit them to dispose of their claims, as is frequently done for a very inadequate consideration, or to employ persons to collect them, to whom they give powers of attorney, and who thereupon draw the money and keep whatever amount of it they may see proper as their compensation, is to neglect the duty of the government towards them, and to allow them to do wrong and injustice to themselves. The practice referred to should therefore be discountenanced, and you will instruct all the superintendents, agents, and sub-agents of the Indian department that it will be, and direct them to give the Indians under their charge clearly to understand that hereafter all their claims, wants or wishes should be communicated to the department through them, when they will be promptly attended to, and full justice done them.

Should any Indian or Indians, however, notwithstanding the above

determination, persist in giving powers of attorney, no part of the sum which may be recovered thereupon will be paid to the persons holding them, except such an amount as, under the circumstances of the case, may appear to the department to be a fair and just compensation for their trouble and expense. The remainder will, in all cases, be remitted to the agent or sub-agent for payment to the Indian claimant in person.

Very respectfully, your obedient servant,

W. L. MARCY,
Secretary of War.

WM. MEDILL, Esq.,
Commissioner of Indian Affairs.

No. 14.

Memorial of the chiefs, headmen, and warriors of the Menomonee nation of Indians, asking additional compensation for lands ceded to the United States by the treaty of October 18, 1848.

To the Senate and House of Representatives of the United States in Congress assembled:

Your memorialists, the chiefs, headmen, and warriors of the Menomonee nation of Indians, beg leave to represent unto your honorable bodies as follows:

That, on the 8th day of October, 1848, they made a treaty with the United States, by which they ceded to the United States, in behalf of their tribe, "all their lands in the State of Wisconsin, wherever situated."

That at the time of the making of this treaty they had no accurate means of knowing how much land they held in the State of Wisconsin, but as they had procured a map of their tract to be made by a complete surveyor, they supposed that they owned within the lines laid down by him six or eight millions of acres, and so insisted before the commissioner who made said treaty.

That the said commissioner refused to have anything to do with said map, or to recognize the lines laid down upon it, but, at the making of said treaty, declared that he would be governed alone by a map then in his own possession, and which, he said, he had caused to be made in the city of Washington before leaving there.

That the said commissioner insisted and declared that the lines of the tract, as laid down upon the map in his possession, were the true and correct lines, and that their said nation had no shadow of title beyond them; he also insisted and declared that the whole tract within these lines on his map contained only 1,600,000 acres, and that this was the entire quantity of land owned by their said nation in the said State of Wisconsin.

That the said commissioner insisted and declared that their said nation had no just *title* to any of these lands, and that their great father, the President, could drive them off whenever he pleased; and that if their nation did not then agree to make a treaty, he would drive them off to make room for the whites, and then they would get nothing.

That the said commissioner drew up the treaty of 1848, as it now stands, and declared to their said nation that the sum which the said treaty proposed to give them was all that their great father, the President, had instructed him to pay them for all their lands, let them contain whatever number of acres they might; that he would not give them any more, and that if they did not take the treaty just as he had prepared it they would be driven off the lands without any compensation at all.

That, under these circumstances, they were ignorant of their just legal rights, and executed the said treaty because they feared that what the commissioner told them would actually occur, and that they would be driven away from their homes without pay for their lands.

That the Menomonee nation boasts of nothing in its history more than its devotion to the whites, which it has always manifested both in war and peace, and nothing but this feeling, mingled with the fear which the commissioner had excited, could have induced them to sign the said treaty; they supposed that it was the wish of their great father, the President, and therefore executed it, having the fullest confidence that he would not permit injustice and wrong to be done them.

That the nation of the undersigned has never been satisfied with said treaty, but have complained of it, in various modes of complaint, ever since it was executed, under the conviction that it has done them great wrong.

That since the said treaty was made they have discovered a great many important facts which they could not possibly have any means of knowing at the time of the treaty, and which, if they had known at the time, would have caused them to refuse obedience to the commands of the commissioner, and appeal directly to their great father, the President, for justice, and the preservation of their rights.

That instead of being told by the President to pay them only $350,000 for *all* their lands in Wisconsin, the commissioner was authorized to pay them at the same rate of compensation they had received under their treaty of 1836, which was eighteen and nine-tenths cents *per acre*.

That, instead of the contents of their tract being only 1,600,000 acres, according to the map in the possession of the commissioner, at the time of the treaty, that map showed the number of acres to be 3,023,000.

That the question of the contents and extent of their said tract had been submitted to the Attorney General of the United States before the commissioner left the city of Washington to make said treaty, and that the aforesaid estimate of 3,023,000 acres of land was predicated upon the opinion given by him.

That this opinion of the Attorney General, and estimate of quantity

predicated upon it, was placed before the Secretary of War, when he prepared the instructions of the President to said commissioner, which enabled both him and the President to see that, according to said instructions, they had authorized the said commissioner to pay said nation for their lands the sum of $521,840, even although their tract should contain no more than said 3,023,000 acres.

That the instructions of the President to the said commissioner, given through the Secretary of War, and in possession of said commissioner at the time of the making of said treaty, expressly directed said commissioner that the estimate of 3,023,000 acres should "*form the basis of your* [*his*] *calculation of price*"—of which important fact the nation of your memorialists could not possibly have any knowledge.

That the said commissioner, at the time he made said treaty, had knowledge of these facts and did not communicate them to your memorialists; that he also had knowledge of the fact that the Menomonee nation actually owned more land than had been estimated upon the opinion of the Attorney General.

That he had knowledge of the fact that "*there was an error in the map which was before the Attorney General,*" in relation to the location of a small lake that determined the course of one of the boundaries; "that the *erroneous* map was the one before him at the time he made the treaty; that he did not offer to correct it, or to say anything about the error; but that in his report, afterwards made to the Secretary of War, he expressed the opinion that, if the correction had been made, the whole number of acres purchased would have been about 4,000,000."

That in his annual report, made immediately after the date of said treaty, and *before it had been ratified by the Senate*, the said commissioner spoke of the lands ceded by said treaty as "*containing about* 4,000,000 *of acres*," &c., which quantity he must have considered himself as being authorized to estimate only by an *extension of the lines upon his map after the making of the treaty.*

That the *error* in the map in the possession of the commissioner was discovered by him "*while in the country*" of your memorialists, and was communicated by him to the Secretary of War, within less than one month from the date of said treaty, but was never, at any time, communicated by him to your memorialists or their said nation.

That the said commissioner, in the report of his proceedings to the Secretary of War, after the making of said treaty, admitted that if the nation of your memorialists had been allowed by him, according to the authority given him in the instructions of the President, at the same rate of compensation as fixed in the treaty of 1836, they would have been paid the sum of $571,840, instead of the $350,000 given them by the treaty of 1840.

The foregoing narration of facts is made to satisfy your honorable bodies that injustice has been done to the nation of your memorialists, and that the claim they now make upon the government for redress is sustained in all respects by those principles of both law and equity, from which neither individuals nor the government can rightfully depart. They have been often told by their great father, the Presi-

nt, and other officers of the United States, that the government ways practiced towards them that justice which is due from a *guar-* an to a *ward*, and they have not, therefore, supposed it possible that will now hold their nation bound by the errors and mistakes which own officers made in reference to the quantity of their lands. It uld not do so, without forgetting the high duty which it owes to the dian tribes—which is to inculcate principles of right and justice, ther than to sanction or encourage a departure from them.

Your memorialists have no doubt that the estimate predicated upon e opinion of the Attorney General really exhibits *less* than the true antity of acres contained within the true lines of their tract at the ne of the treaty. They have procured an estimate, to be made by e Commissioner of the General Land Office since the treaty, from hich it appears, from the evidence in his possession, that at that time exceeded five millions of acres. If their true boundaries be admit- d, this is a very low estimate of quantity; but whether it be the ue one or no, it is altogether sufficient to show that they must have vned greatly more than was allowed them by the commissioner.

They admit that there have been difficulties heretofore in relation the boundaries between them and some of the neighboring tribes of dians; but they submit to your honorable bodies whether they have t done everything in their power to remove those difficulties, and hether it is not true that such as existed at the time of their last eaty were owing more to the course of the government than anything ithin their control.

The Menomonees made the treaty of Buttes des Morts August 11, 827, in order to adjust the boundaries between the Chippewas, Win- ebagoes, and themselves, with the approbation of the United States. hat treaty fixed the southern boundary of the Chippewas, but left adjusted that between the Winnebagoes and Menomonees. The llegations, proofs, and statements of the respective parties in refer- nce to this line were entered upon the *journal of the government com- issioners*, and the whole question was referred to the *President of the nited States* as the final arbiter between them; and it was agreed that is decision should be final. The allegations, proofs, and statements hen made by the Menomonee nation are not now to be found amongst he records of the government, and your memorialists have no know- edge of the disposition made of them after they were entered upon the ournal of the commissioner. They hope, however, that no inferences nfavorable to their claim will be sanctioned by your honorable bodies n consequence of their loss. As they have been mislaid or lost by the fficers of the United States, the undersigned submit it to your honor- able bodies whether they may not, with propriety, insist upon a lib- eral construction in their favor of the opinion of the Attorney General, inasmuch as they were not before him at the time his decision was nade.

The President did not decide the question of boundary, as submitted to him by the treaty of 1827, except so far as it was affected by the subsequent treaty of 1831, which was the first treaty by which any of the lands of the Menomonee nation were sold to the United States. By reference to the conditions of this treaty, your honorable bodies will

perceive that the Menomonees considered it as a *condition precedent* to the cession of their land that the treaty should be held to "*define the boundaries of their country.*" The United States having accepted the cession upon those terms, this condition is still obligatory upon them, except so far as it may have been changed by subsequent treaties. But your memorialists submit whether, under any circumstances, it is competent for the United States to question the extent of their title as defined by this treaty, inasmuch as the consent of the President to it in 1831 may well be considered the decision of the question of boundary referred to him by the treaty of 1827.

The extent of their tract, as recognized by the treaty of 1831, is far greater than was allowed them by the decision of the Attorney General, and they call the attention of your honorable bodies to this fact to show that, while they have not asked, and do not now ask, for a full recognition of what they regard as their just rights under this treaty, it would be hard, indeed, if they should be refused compensation for the number of acres allowed to them by that opinion. They were not heard as a party whose rights and interests were to be affected by that opinion; the "allegations, proofs, and statements" which they had delivered to the United States had been lost by its own officers, and were not in possession of the Attorney General; and your memorialists are unwilling to believe that your honorable bodies will consent that they shall only be paid for *less than two-thirds of what*, by that opinion, they should have been paid for.

They have submitted their claim for compensation to the President of the United States, the Secretary of the Interior, and the Commissioner of Indian Affairs, and for more than two years have patiently awaited the result. Each of those officers has acted, so far as he supposed himself possessed of power to do so; but the nation of your memorialists has not yet found that relief which it confidently expects will be granted to it by your honorable bodies.

The Commissioner of Indian Affairs, on the 23d April, 1851, decided that the nation of your memorialists were entitled to additional compensation upon the following principles:

1. The treaty of 1831, provides that the President may, at any time, extinguish the title of the Menomonees, and fix the *additional compensation to be paid them.*

2. That in his instructions to the Commissioner, who made the treaty of 1848, he did fix the compensation at $571,840 for the 3,023,800 acres; and therefore, it is binding upon the government, because it was done pursuant to a treaty stipulation.

3. The tract is now found to contain nearly 2,000,000 of acres *more* than it was supposed to contain at the time of the treaty; and therefore, it is both fair and just that they should now be paid *at least* what the President in 1848 thought and decided to be a fair price for a *less quantity.*

This opinion and decision of the Commissioner of Indian Affairs, has been approved by both the President and the Secretary of the Interior, and by them it has been recommended to your honorable bodies that an appropriation be made accordingly. Confidently expecting justice t the hands of your honorable bodies, your memorialists

ı behalf of themselves and their nation, humbly pray that this ecommendation may be carried into effect, and they will ever ray, &c.

The chiefs, headmen and warriors of the Menomonee nation of ndians, by

R. W. THOMPSON,
Their Attorney in fact.

No. 15.

'REATY BETWEEN THE UNITED STATES AND THE MENOMONEE INDIANS

'FRANKLIN PIERCE, PRESIDENT OF THE UNITED STATES OF AMERICA:

To all and singular to whom these presents shall come, greeting:

Whereas, a treaty was made and concluded at the Falls of Wolf iver, in the State of Wisconsin, on the 12th day of May, 1854, etween the United States of America, by Francis Huebschmann, superintendent of Indian affairs, duly authorized thereto, and the Menonee tribe of Indians, by the chiefs, headmen, and warriors of said ribe—such articles being supplementary and amendatory to the treaty nade between the United States and said tribe on the 18th day of October, 1848; which treaty is in the words following, to wit:

Articles of agreement made and concluded at the Falls of Wolf river, in the State of Wisconsin, on the 12th day of May, 1854, *between the United States of America, by Francis Huebschmann, superintendent of Indian affairs, duly authorized thereto, and the Menomonee tribe of Indians, by the chiefs, headmen, and warriors of said tribe—such articles being supplementary and amendatory to the treaty made between the United States and said tribe on the 18th day of October,* 1848.

Whereas, among other provisions contained in the treaty in the caption mentioned, it is stipulated that for and in consideration of all the lands owned by the Menomonees, in the State of Wisconsin, wherever situated, the United States should give them all that country or tract of land ceded by the Chippewa Indians of the Mississippi and Lake Superior, in the treaty of the 2d of August, 1847, and by the Pillager band of Chippewa Indians in the treaty of the 21st of August, 1847, which had not been assigned to the Winnebagoes—guarantied not to contain less than six hundred thousand acres; should pay them forty thousand dollars for removing and subsisting themselves; should give them fifteen thousand dollars for the establishment of a manual labor school, the erection of a grist and saw mill, and for other necessary improvements in their new country; should cause to be laid out and expended in the hire of a miller, for the period of fifteen years, nine thousand dollars; and for continuing and keeping up

a blacksmith shop and providing iron and steel for twelve years, commencing on the 1st of January, 1857, eleven thousand dollars.

And whereas, upon manifestation of great unwillingness on the part of said Indians to remove to the country west of the Mississippi river, upon Crow Wing, which had been assigned them, and a desire to remain in the State of Wisconsin, the President consented to their locating temporarily upon the Wolf and Oconto rivers.

Now, therefore, to render practicable the stipulated payments herein recited, and to make exchange of the lands given west of the Mississippi for those desired by the tribe, and for the purpose of giving them the same for a permanent home, these articles are entered into:

ARTICLE I.

The said Menomonee tribe agree to cede, and do hereby cede, sell, and relinquish to the United States, all the lands assigned to them under the treaty of the 18th October, 1848.

ARTICLE II.

In consideration of the foregoing cession the United States agree to give, and do hereby give, to said Indians for a home, to be held as Indian lands are held, that tract of country lying upon the Wolf river, in the State of Wisconsin, commencing at the southeast corner of township twenty-eight north of range sixteen east of the fourth principal meridian, running west twenty-four miles, thence north eighteen miles, thence east twenty-four miles, thence south eighteen miles, to the place of beginning—the same being townships twenty-eight, twenty-nine, and thirty, of ranges thirteen, fourteen, fifteen, and sixteen, according to the public surveys.

ARTICLE III.

The United States agree to pay, to be laid out and applied under the direction of the President, at the said location, in the establishment of a manual labor school, the erection of a grist and saw mill, and other necessary improvements, fifteen thousand dollars; in procuring a suitable person to attend and carry on the said grist and saw mill, for a period of fifteen years, nine thousand dollars; in continuing and keeping up a blacksmith shop, and providing the usual quantity of iron and steel for the use of said tribe, for a period of twelve years, commencing with the year 1857, eleven thousand dollars; and the United States further agree to pay the said tribe, to be applied under the direction of the President, in such manner and at such times as he may deem advisable, for such purposes and uses as in his judgment will best promote the improvement of the Menomonees, the forty thousand dollars stipulated to be applied to their removal and subsistence west of the Mississippi. It being understood that all other beneficial stipulations in said treaty of 1848 are to be fulfilled as therein provided.

ARTICLE IV.

consideration of the difference in extent between the lands he
led to the United States, and the lands given in exchange, a
d in consideration of the provisions hereinbefore recited, and
linquishment by said tribe of all claims set up by, or for, the
e difference in quantity of lands supposed by them to have bee
in the treaty of 18th of October, 1848, and what was actuall
, the United States agree to pay said tribe the sum of two hun
and forty-two thousand six hundred and eighty-six dollars, i
n annual instalments, commencing with the year 1867; each in-
ent to be paid out and expended under the direction of the Presi-
of the United States, and for such objects, uses, and purposes,
shall judge necessary and proper for their wants, improvement,
ivilization.

ARTICLE V.

is further agreed that all expense incurred in negotiating this
y shall be paid by the United States.

ARTICLE VI.

is treaty to be binding on the contracting parties as soon as it is
ed by the President and Senate of the United States, and assented
Osh-kosh and Ke-she-nah, chiefs of said tribe.
testimony whereof, the said Francis Huebschmann, superinten-
s aforesaid, and the chiefs, headmen, and warriors of the said
onee tribe have hereunto set their hands and seals, at the place
the day and year aforesaid.

FRANCIS HUEBSCHMANN, [L. S.]
Superintendent of Indian Affairs.
Wau-ke-chon, his x mark. [L. S.]
Wis-ke-no, his x mark. [L. S.]
Way-tan-sah, his x mark. [L. S.]
Carron, his x mark. [L. S.]
Sho-ne-niew, his x mark. [L. S.]
Lamotte, his x mark. [L. S.]
Pe-quo-quon-ah, his x mark. [L. S.]
Shaw-poa-tuk, his x mark. [L. S.]
Wau-pen-na-nosh, his x mark. [L. S.]
Sho-ne-on, his x mark. [L. S.]
Shaw-wan-na-penasse, his x mark. [L. S.]
Ta-ko, his x mark. [L. S.]
Ko-man-ne-kin-no-shah, his x mark. [L. S.]
Wau-pa-mah-shaew, his x mark. [L. S.]
Auck-ka-na-pa-waew, his x mark. [L. S.]
Ah-way-sha-shah, his x mark. [L. S.]
Chech-e-quon-o-way, his x mark. [L. S.]
Nah-pone, his x mark. [L. S.]
Mo-sha-hat, his x mark. [L. S.]

I-yaw-shiew, his x mark. [L. S.]
Kah-way-sot, his x mark. [L. S.]

Signed and sealed in the presence of us:
JOHN V. SUYDAM, *Sub-Agent.*
CHAS. A. GRIGNON, *U. S. Interpreter.*
H. W. JONES, *Secretary to the Commissioner.*
CHAS. H. WHITE, *Deputy U. S. Marshal.*
HEMAN M. CADY, *U. S. Timber Agent.*
WILLIAM POWELL.
JOHN WILEY.
H. L. MURRAY.

And whereas, the said treaty having been submitted to the Senate of the United States for its constitutional action thereon, the Senate did, on the 2d day of August, 1854, advise and consent to the ratification of its articles and amendments, by a resolution in the words following, to wit:

IN EXECUTIVE SESSION, SENATE OF THE UNITED STATES,
August 2, 1854.

Resolved, (two-thirds of the senators present concurring,) That the Senate advise and consent to the ratification of the articles of agreement, made and concluded at the Falls of Wolf river, in the State of Wisconsin, on the 12th day of May, 1854, between the United States of America, by Francis Huebschmann, superintendent of Indian affairs, duly authorized thereto, and the Menomonee tribe of Indians, by the chiefs, headmen, and warriors of said tribe, such articles being supplementary and amendatory to the treaty made between the United States and said tribe, on the 18th day of October, 1848; with the following

AMENDMENTS:

ARTICLE 4. Strike out the words "one hundred and fifty thousand," and insert in lieu thereof the words: *two hundred and forty-two thousand six hundred and eighty-six.*

ARTICLE 6. Insert at the end thereof the following: *and assented to by Osh-kosh and Ke-she-nah, chiefs of said tribe.*

Attest: ASBURY DICKINS,
Secretary.

We, the chiefs, headmen, and warriors of the Menomonee tribe of Indians, parties to the articles of agreement made and concluded at the Falls of Wolf river, in the State of Wisconsin, on the 12th day of May, 1854, between the United States of America, by Francis Huebschmann, superintendent of Indian affairs, duly authorized thereto, and the Menomonee tribe of Indians, by the chiefs, headmen, and warriors of said tribe, such articles being supplementary and amendatory to the treaty of 18th October, 1848; having had the amendments made by the Senate of the United States on the 2d day of August, A. D.

1854, fully explained to us, in general council assembled, which amendments are in the following words, viz:

AMENDMENTS:

ARTICLE 4. Strike out the words "one hundred and fifty thousand," and insert in lieu thereof the words: *two hundred and forty-two thousand six hundred and eighty-six.*

ARTICLE 6. Insert at the end thereof the following: *and assented to by Osh-kosh and Ke-she-nah, chiefs of said tribe*—do hereby accept and consent to the said amendments to the articles of agreement aforesaid, and agree that the same shall be considered as a part thereof; and we, the said Osh-kosh and Ke-she-nah, having had the said articles and amendments fully explained to us, do hereby assent, accept, and agree to the same.

In testimony whereof, we have hereunto set our hands and affixed our seals this 22d day of August, A. D. 1854.

Osh-Kosh, his x mark. [L. S.]
Ke-she-nah, his x mark. [L. S.]
Lamotte, his x mark. [L. S.]
Wau-ke-chon, his x mark. [L. S.]
Way-tan-sah, his x mark. [L. S.]
Carron, his x mark. [L. S.]
Sho-ne-niew, his x mark. [L. S.]
Pe-quo-quon-nah, his x mark. [L. S.]
Shaw-poa-tuck, his x mark. [L. S.]
Wau-pen-na-nosh, his x mark. [L. S.]
Sho-ne-on, his x mark. [L. S.]
Sha-wan-na-Penasse, his x mark. [L. S.]
Ta-ko, his x mark. [L. S.]
Ko-man-ne-kin-no-shah, his x mark. [L. S.]
Wau-pa-mah-shaew, his x mark. [L. S.]
Auk-ka-na-pa-waew, his x mark. [L. S.]
Ah-wa-sha-shah, his x mark. [L. S.]
Chech-e-quon-o-way, his x mark. [L. S.]
Nah-pone, his x mark. [L. S.]
Me-sha-shat, his x mark. [L. S.]
I-yaw-shiew, his x mark. [L. S.]
Kah-way-sot, his x mark. [L. S.]
Mis-ke-e-na-niew, his x mark. [L. S.]
I-am-a-tah, his x mark. [L. S.]
Wis-ke-no, his x mark. [L. S.]

Signed in presence of—

JOHN V. SUYDAM, *Sub-Agent.*
CHAS. A. GRIGNON, *U. S. Interpreter.*
WILLIAM POWELL.
F. DESNOYERS.
E. D. GUSNAER.
HENRY C. SCOTT.
R. A. JONES.
JOHN WILEY.

Now, therefore, be it known, that I, FRANKLIN PIERCE, President of the United States of America, do, in pursuance of the advice and consent of the Senate, as expressed in their resolution of the 2d day of August, 1854, accept, ratify, and confirm the said treaty, and the amendments thereto.

In testimony whereof, I have caused the seal of the United States to be herewith affixed, having signed the same with my hand.

Done at the city of Washington, this second day of August, in the year of our Lord eighteen hundred and fifty-four, and of the independence of the United States the seventy-ninth. [L. S.]

FRANKLIN PIERCE.

By the President:

W. L. MARCY,
Secretary of State.

No. 16.

Memorandum of papers accompanying my memorial to the Senate.

No. 1. Original power of attorney to me, executed in the office of the Commissioner of Indian Affairs, and acknowledged before the Acting Commissioner.

No. 2. Original of second power, given by the nation ratifying the first, and giving me additional powers to conclude treaty.

No. 3. Original agreement of the Indians to pay me one-third of sum recovered.

No. 4. Copy of letter from the sub-agent enclosing the foregoing papers to the Commissioner, and certifying, in addition to his certificates upon the papers, that there was no undue influence exercised over the Indians.

No. 5. Affidavit of Bonduel, Cown, Jacobs, and Pritchet, stating that the papers were fairly obtained, without any undue influence over the Indians.

No. 6. Copy of my letter to Commissioner asking an extension of the time of removal of the Indians, showing that their whole business, of whatever character, was attended to by me; and that I was regarded and recognized as their general attorney.

No. 7. Copy of opinion of the Secretary of the Interior in which I am expressly recognized as attorney for the Indians.

No. 8. Copy of letter by me to present Commissioner, bringing the matter before him, and proposing to arrange the terms of a treaty.

No. 9. Copy of another letter on the same subject.

No. 10. The last paper given me by the Indians, requesting the President and Congress to pay me out of the money in the late treaty. This paper ratifies all the others.

Besides these, there is a printed copy of the original opinion of the Commissioner of Indian Affairs, April 23, 1851, in which (at what is page 33) it is shown that the original memorial of the Indians was

presented to the *President,* through me as their attorney, and the fact is recited that I was originally employed and my first power of attorney was executed *in the Indian office.* This opinion also shows that the Commissioner reported in favor of the Indians being paid $221,840.

Also, report of Senate Committee of Indian Affairs, showing that there was due the Indians $613,515 36.

Also, printed copy of the rules and regulations of the Indian office, showing, at page —, the rule of the office, as prescribed by Secretary Marcy, when Secretary of War, and existing at the date of my employment, showing that the *right of Indians to employ attorneys* was recognized.

R. W. THOMPSON.

Also, memorial in behalf of Indians, introduced into the House of Representatives, and signed by me *as attorney for the Indians.*

No. II.

R. W. Thompson's letter to Hon. W. K. Sebastian.

WASHINGTON, *January* 20, 1855.

SIR: In reference to the amount which I should be allowed for services to the Menomonee Indians, permit me to say, that while I think myself entitled, both legally and equitably, to the *whole* sum which the Indians stipulated to pay me, which is one third of the amount provided for in the late treaty with them, yet I am willing that the committee, if they do not adopt this view, shall make a reasonable abatement of the sum. The Indian office, I understand, furnishes many precedents for the allowance of *twenty per cent.* for the prosecution of Indian claims, where there has been but little labor compared with what I have had to perform for the Menomonees; and there are some cases where one half has been paid. It seems to me, therefore, that, in view of all the circumstances, if the committee should deem it just and proper to make an abatement at all, it should not be reduced below *twenty-five* per cent.

I have the honor to be, very respectfully, your obedient servant,

R. W. THOMPSON.

Hon. W. K. SEBASTIAN, *Chairman, &c.*

No. III.

WASHINGTON, *March* 7, 1855.

SIR: By a provision of the civil and diplomatic bill, approved March 3, 1855, it is provided that there be paid to me, as attorney for the Menomonee Indians, by the Secretary of the Treasury, one half of

the amount stipulated in an agreement of said Indians with me, dated February 15, 1851, and their memorial dated October 4, 1854, out of any money in the treasury not otherwise appropriated; and that the sum thus paid be deducted from the annuities when due and payable, that are to be paid said Indians, by the treaty of May 12, 1854, and the amendments thereto. I have endeavored to procure from the State Department a certified copy of this provision, but have not yet succeeded. I hope to be able to have it so that it may accompany this.

The agreement of February 15, 1851, stipulated that I should receive one third part of whatsoever sum should be recovered from the United States as additional compensation for the land ceded by said Indians to the United States, by the treaty of October, 1848. This additional compensation is provided for in the treaty of May 12, 1854, and amounts to the sum of $242,686. The memorial of the Indians, dated October 4, 1854, is signed by every chief of the nation, and requests the President and Congress to cause me to be paid, according to the aforesaid agreement of February 15, 1851, one third of this $242,686, provided for in this last treaty; and that the same shall be deducted from their annuities under that treaty. The Indians, therefore, have desired and requested that I be paid the sum of $80,895; but the act of Congress referred to, limits the payment to one half of this amount, which is $40,447.

The agreement of February 15, 1851, and the memorial of October 4, 1854, were filed in the Senate with my memorial, and constituted the basis of the action of Congress. I shall be obliged to you if you will cause them to be sent to you, so that by reference to them you may ascertain the true amount to be paid me. The latter paper shows as decidedly as it can be shown, not only the consent of the Indians to this arrangement, but their wish and anxiety that it shall be carried out.

I hope it will be in your power to initiate at once such proceedings as will cause this money to be paid me immediately, as my professional engagements require me to be at home in a few days.

I have the honor to be, very respectfully, your obedient servant,

R. W. THOMPSON.

Hon. E. WHITTLESEY, *First Comptroller, &c.*

No. IV.

SECTION 27. *And be it further enacted*, That, in accordance with the memorial of the Menomonee Indians to the President and Congress, dated the fourth of October, eighteen hundred and fifty-four, and executed in general council of the nation, the Secretary of the Treasury pay to Richard W. Thompson, out of any money in the treasury not otherwise appropriated, one-half of the amount stipulated in said memorial; and in an agreement of said Indians with said Thompson, dated the fifteenth of February, eighteen hundred and fifty-one, for his services as attorney for said Indians in the prosecution of a claim

in their behalf for additional compensation for lands ceded by them to the United States by the treaty of eighteen hundred and forty-eight, and that the sum so paid be deducted from the annuities, when due and payable, that are to be paid to the said Indians under the treaty of the twelfth of May, eighteen hundred and fifty-four, and the amendments thereto.

DEPARTMENT OF STATE, *March* 8, 1855.

A true copy of the 27th section of an act entitled "An act making appropriations for the civil and diplomatic expenses of government for the year ending the 30th of June, 1856, and for other purposes," approved March 3, 1855. Carefully collated with the original roll.

W. HUNTER, *Chief Clerk.*

No. V.

Advising that private agreement between Colonel R. W. Thompson and W. G. and G. W. Ewing has been cancelled, so the whole appropriation may be paid Colonel T.

WASHINGTON, *February* 9, 1855.

This is to make known that the assignment of an interest of one-half by Richard W. Thompson, of an agreement between him and the Menomonee Indians, dated February 15, 1851, whereby they agreed to pay him a certain amount for prosecuting a claim for additional compensation for lands sold the United States by the treaty of 1848, to W. G. and G. W. Ewing, has been cancelled between said Thompson and said W. G. and G. W. Ewing, that the same may be treated as of no effect by the Secretary of the Treasury, and the accounting officers of the treasury, and the whole of the money appropriated by Congress by the civil and diplomatic act, approved March 3, 1855, be paid to Richard W. Thompson, according to the terms and conditions of said act. Witness my hand and seal the day and year aforesaid.

GEORGE W. EWING, [L. S.]
Surviving partner of W. G. and G. W. Ewing.

No. VI.

Memorial of George W. Manypenny, Commissioner of Indian Affairs, to the President of the United States, in behalf of the Menomonee tribe of Indians.

The act creating the office now held by your memorialist provides that, "agreeably to such regulations as the President may from time

to time prescribe," the Commissioner of Indian Affairs shall "have the direction and management of all Indian Affairs, and of all matters arising out of Indian relations;" and the regulations prescribed pursuant to that act, and now in force, further provide, "that all business connected with, or arising out of Indian relations will be transacted in the Office of Indian Affairs, under the management and direction of the Commissioner, appointed under the act of July 9, 1832, and that officer will be held responsible for its prompt, faithful, and legal execution, subject, however, in all things, to the supervision of the President and Secretary of War," (now Interior.)

Among the varied and responsible duties imposed upon your memorialist, there is none more binding or sacred than that of carefully guarding the rights and interests of the Indians; who, according to the established policy of the government, are the wards of the United States; and who, from want of intelligence and knowledge of business, are incapable of protecting themselves against the machinations and efforts of unprincipled and designing persons, to defraud them of their property and means. Under the obligations of such duty, I feel impelled to call your attention, as I have that of the Secretary of the Interior, to a transaction which, if permitted to be consummated, will, in my judgment, unjustly deprive the Menomonee Indians of a large sum of money hereafter due to them under treaty stipulations, and be a direct and palpable infraction and violation of the treaty itself.

In the act making appropriations for the civil and diplomatic expenses of the government for the year ending the 30th June, 1856, there is the following clause:

"SECTION 27. *And be it further enacted*, That in accordance with the memorial of the Menomonee Indians to the President and Congress, dated fourth of October, eighteen hundred and fifty-four, and executed in general council of the nation, the Secretary of the Treasury pay to Richard W. Thompson, out of any money in the treasury not otherwise appropriated, one half of the amount stipulated in said memorial, and in agreement of said Indians with said Thompson, dated the fifteenth of February, eighteen hundred and fifty-one, for his services as attorney for said Indians in the prosecution of a claim in their behalf for additional compensation for lands ceded by them to the United States, by the treaty of eighteen hundred and forty-eight, and that the sum so paid be deducted from the annuities, when due and payable, that are to be paid to the said Indians under the treaty of the twelfth of May, eighteen hundred and fifty-four, and the amendments thereto."

The object of this provision is to make compensation to R. W. Thompson for alleged services to the Menomonees, in obtaining for them an additional sum, beyond that stipulated in the treaty of 1848, for the lands ceded by that treaty.

Passing over the fact of the irregularity and inconsistency, with the organic act creating the office of Indian affairs, of referring a question of this kind to another department, I would call your attention to the character of the transaction which it is thus proposed to consummate; and for that purpose would respectfully refer you to my late annual report, a copy of which is herewith, pages 19, 20, and 21, and to the documents in the appendix thereto, pages 308 to 336,

'e. The additional compensation alleged to have been obtained Menomonees, by Mr. Thompson, was made to them by and ı the supplementary treaty of the 12th of May last, a copy of s herewith, which was voluntarily made with them at the in- ınd under the special directions of this department, and which ompson had no agency in procuring, nor anything to do with manner or form whatever. Such being the fact, the claim set ıim to remuneration from those Indians for services in procur- additional amount thus allowed to them, is wholly unfounded just.

money out of which it is proposed to pay this claim is that ted to be paid to and expended for the benefit of the Menomo- y the supplementary treaty above referred to, and I contend ch payment would not only be wrong and unjust towards those ı, but would be in direct violation of that instrument, which ıs in a specific manner for the payment and expenditure of said under the direction of the President of the United States. It that it shall be paid "in fifteen annual instalments, commenc- ;h the year 1867, (the year after those under the treaty of 1848 each instalment to be paid out and expended under the direc- the President of the United States, and for such objects, uses, rposes as he shall judge necessary and proper for their wants, ement, and civilization." It is proposed not only to take and to the payment of an unjust and unfounded demand, money is not now due to the Menomonees, and not therefore subject control of the present authorities of the tribe, but to wrest it he important purposes of providing hereafter, when their dues another treaty expire "for their wants, improvement, and tion," for which purposes it is set apart and sacredly pledged ıty stipulation to be fulfilled and carried out under the special ın of the President himself.

respectfully submitted that Congress has not the power thus to rd or vary the provisions of a treaty, which, under the Consti- ınd by universal consent, is a supreme law, and which it is the the President to see faithfully executed and carried out accord- ıts stipulations and provisions. A treaty is a contract of the ; character and dignity, and in the most sacred form, and can nged or varied only by consent of both parties, in a supple- or subsequent contract, embodied and executed in the same manner.

ere act of Congress cannot, therefore, alter or vary the provi- f the treaty with the Menomonees. It can be done only by a contract or treaty with those Indians formally entered into, ;ified by the President, by and with the advice and consent of ıate. The variation or change of a treaty provision by an act gress would present the singular anomaly of the Senate doing ıting in doing in one capacity, by a mere majority, what it can, ıtionally, only do by two-thirds in another.

iew of the premises the undersigned respectfully submits that ıctment of Congress, which he has called your attention to and , being inconsistent and in conflict with the provisions of the

treaty with the Menomonees to which he has referred, is null and void; and in behalf of those Indians he prays the interposition of the President, if such interposition be necessary to prevent any attempt being made to carry it out. He certainly hopes that at least the whole matter will be suspended until it can be fully enquired into, and should there be any doubt of the correctness of the views he has expressed, that an opportunity be given to test the question judicially.

Your memorialist would state that the proposition to recognize the claim of Mr. Thompson was, after full discussion on an amendment to the Indian appropriation bill, proposed for that purpose twice or thrice in the month of February last, voted down by a decided and recorded vote of the Senate, and that section twenty-seven of the civil and diplomatic bill, as it passed that house, in *some way*, on Saturday afternoon, the 3d of March, was amended in the House of Representatives, so as to provide that the assent of the Menomonee Indians should first be obtained thereto; and a gentleman of intelligence informs me that he heard the chairman of the Committee of Ways and Means, from the Committee of Conference on the part of the House, announce the amendment of the House to section twenty-seven, as one of those things that were agreed to by said committee.

Very respectfully, your obedient servant,

GEORGE W. MANYPENNY, *Commissioner.*

To the PRESIDENT.

No. VII.

Letter of Moses Kelly to First Comptroller in regard to the statement of Mr. Herrick.

MARCH 10, 1855.

DEAR SIR: Since I saw you, (yesterday at 3 o'clock,) Mr. Herrick, late clerk of the Finance Committee, has examined the record at the capitol in reference to the appropriation for compensation of R. W. Thompson. He informs me that the record fully sustains the allegation made by him in respect to that matter; that the following proviso was agreed to by the Committee of Conference, to wit: "*Provided*, That the same be paid with the consent of the Menomonees."

I send you a copy of Mr. Herrick's statement, just furnished me.

I am, very truly and respectfully, yours,

MOSES KELLY.

Hon. E. WHITTLESEY,
First Comptroller of the Treasury.

No. VIII.

etter of P. Clayton, Second Auditor, to the Secretary of the Interior, relative to the claim of R. W. Thompson, of March 10, 1855.

TREASURY DEPARTMENT,
Second Auditor's Office, March 10, 1855.

SIR: The Secretary of the Treasury referred to me yesterday the apers connected with the claim of Richard W. Thompson, under the 7th section of the "Act making appropriations for the civil and diplomatic expenses of government, for the year ending the 30th June, 1856, and for other purposes," approved March 3, 1855, with instructions to adjust the same subject to your direction.

I have the honor to transmit, herewith, the said papers, and ask your directions on the subject.

Very respectfully your obedient servant,

P. CLAYTON, *Second Auditor.*

Hon. R. MCCLELLAND, *Secretary of the Interior.*

No. IX.

Letter of the Secretary of the Treasury to the Attorney General in reference to R. W. Thompson's claim.

TREASURY DEPARTMENT, *March* 14, 1855.

SIR: Richard W. Thompson asks payment now of one half the sum lue to him from the Menomonee Indians, under the 27th section of he civil and diplomatic bill.

That section declares, "that in accordance with the memorial of he Menomonee Indians to the President and Congress, dated the 4th f October, 1854, and executed in general council of the nation, the Secretary of the Treasury pay to Richard W. Thompson, out of any money in the treasury not otherwise appropriated, one half the amount stipulated in said memorial, and in an agreement of said Indians with aid Thompson, 14th February, 1855, for his services as attorney for aid Indians, in the prosecution of a claim in their behalf, for additional compensation for lands ceded by them to the United States, by the treaty of 1848, and that the sum to be paid be deducted from the *annuities*, when due and payable, that are to be paid to the said Indians, under the treaty of the 12th of May, 1854, and amendments hereto." This payment to be made in accordance with the memorial f said Indians to Congress and the President. The memorial recites e contract with Richard W. Thompson, and the treaty with the nited States, making this compensation for the matters mentioned the contract with said Thompson, and acknowledges that he is enled to compensation according to his contract, and then requests

the President and Congress that they will pay, or cause to be paid said Thompson, the one third part of what is allowed the nation by said treaty, to be paid in money at the city of Washington, and then stipulates for themselves and their nation, that whatsoever sum shall be thus paid their said attorney, shall be charged against the amount hereafter to be paid them, by virtue of said treaty, in whatever manner the same is to be paid by the treaty, and they request it shall be paid to their attorney before any other sums under said treaty, and if it be necessary to depart from any of the terms of said treaty that it may be done; and if done they thereby ratify the same.

The first question that arises under the act is whether it is imperative on the Secretary of the Treasury to pay in advance of the time the annuities which are due to said Indians under the treaty? The act does not say, in so many words, the payment is to be made in advance; but says it is to be paid in accordance with the memorial of said Indians. The memorial asks it to be paid to Thompson, in money, in the city of Washington; and if paid contrary to the terms of the treaty, they ratify the payment.

The act authorizes the payment, and when made, it is to be deducted from the annuities when due and payable; but the annuities are for fifteen years, commencing in 1867, and are to be expended under the direction of the President, for such objects, uses, and purposes as he shall judge necessary and proper for their wants, improvement, and civilization. It seems to me the expenditure of the sum may have been in the minds of the memorialists, and that it might be necessary to depart from the terms, to make the payment in money, and the question arises, can this stipulation of the treaty be departed from, by an act of Congress, or will it require a treaty ratified in the same way as the original?

If the payment is to be made now, is the payment an advance for the benefit of Richard W. Thompson, or for the benefit of the Indians? You will see that it will take the annuities of 1867, 1868, and part of 1869, to make the sum required to pay him. At the request of the President, I send you all the documents, with certificates, showing that an amendment, by way of proviso, though passing both Houses, was omitted in the enrollment, and is not found as part of the bill. It is said that the debates in Congress will show that Congress intended the money should be paid now. But if they show that, the debates and journal will show that Congress did not intend payment should be made until the Menomonees again passed upon the question; and if they passed again upon it they might settle the question for whose advantage the advance payment was to be made.

The President would be glad to have you report upon the case as soon as convenient.

I am, very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. CALEB CUSHING,
Attorney General of the United States.

No. X.

'hompson to Attorney General, enclosing copy of printed letter to the Secretary of the Interior.

WASHINGTON, *March* 14, 1855.

:t is possible that it may be expected of you to look into that :he report of the Commissioner of Indian Affairs which has : to me and my business, in deciding the questions submitted ıis morning by the Secretary of the Treasury. Yet, as those were fully investigated by Congress, both upon the statements ommissioner and my own, I cannot see how they become the of executive inquiry, in interpreting the law. The examina- hem was made by the law-making power before the law was ınd the law must stand or fall by its own terms.

if you should find it necessary to re-examine them, I beg to r attention to the enclosed copy of a letter from me to the y of the Interior, in reply to the report of the Commissioner. :er was placed before Congress, and the issue made between missioner and myself was decided in my favor.

: the honor to be, &c.,

R. W. THOMPSON.

C. CUSHING, *Attorney General.*

—

' *R. W. Thompson to the Secretary of the Interior, in reply to :ments in the report of the Commissioner of Indian Affairs.*

WASHINGTON, *January* 19, 1855.

[desire to disabuse your mind in reference to some matters ly concerning me, which I find in the late report of the Com- r of Indian Affairs. I propose to do it by a plain and succinct .t of facts, which, after you have examined, I have to request will send to the Indian office to be filed there.

ommissioner does me great injustice when he assumes that the ı of the sum owed me by the Menomonee Indians, and the pro- of certain claims *against them*, is a "*joint and partnership ope-*

I positively assert that, although I had heard that there ıe claims of an old date against these Indians, yet, that I ew what they were, nor in whose favor they were, until I saw lule of them, and the names of the claimants, as published : Commissioner's report. I do not *now* know who are the r attorneys of these claimants, or whether they have one, two, :n. I do not know what they are to receive for collecting the The schedule and agreement of the Indians to pay the debts le out after I left the Indian country. I had no conversation, me, with the claimants, or any of them, in reference to these never knew anything about them, or had anything to do

with them. I have nothing to do with them now, and never expect to have. I do not know what interest Colonel Ewing has in them. Whatever it is, concerns himself only, not me. I have no more to do with his general business than the Commissioner himself.

The papers published by the Commissioner do not show my name, anywhere, as connected with these claims; because, I repeat, that I never had anything to do with them. And as there is no such fact shown by them, I submit whether the Commissioner should not have hesitated somewhat, before *assuming* that I had an interest in them. I do not think that a mere *suspicion*, when there is not *a word of proof* to support it, should be made to take the place of a *fact*, and then be placed as such in a *public document*, emanating from one of the bureaus of the government. A moment's reflection will satisfy you, to what a dangerous extent such a practice may be carried.

The Indians, when I first undertook to act as their attorney, consulted me about some old claims that they said were against them, which they considered unjust. They did not tell me in whose favor they were, and I therefore cannot tell whether they are embraced in this schedule or not. I advised them *not to pay them*, and promised to do all in my power to prevent them from being paid in whosesoever favor they might be. I suppose it is because the claimants generally understood this, that I was always kept in ignorance of everything about debts of the Indians. I do not know what their motives were, but the *fact* is, that I *have been kept in ignorance of them;* and it is impossible, therefore, that I can say anything about them. I never was a party to any contract about them, or was informed of the contents of any contract. I never had any understanding or agreement with any person or persons, holding these claims against the Indians, whereby I was to assist in their collection, either in consideration of their aid in my business, or for any other consideration.

I never had any conversation with them upon such a subject, or concerning the claims in any way. If I could think of language in which I could more plainly and flatly deny any connexion with them, I would employ it; but it strikes me that this is certainly enough to satisfy even the Commissioner, that he has done me injustice. It is generally hard to prove a *negative*, and, therefore, it is not required. I imagine nobody could expect me to prove it, until the *affirmative* was supported by *some* proof. The Commissioner offers *none whatever;* but says he has "*no doubt*" but that his *suspicions* are true. This will not do. A rule, as harsh as this, is not even applied, in our criminal courts, to the most degraded felon.

I desire, also, to notice another part of his report—that in which he speaks of a contract with a certain individual, who agreed, for $10,000, that he would aid me and *these claimants* also. I think when the Commissioner is informed of the facts in relation to this, that even he will see that I have done nothing in reference to it, in the slightest degree exceptionable. Yet, I regret that it is necessary for me to speak of it, because the man himself is now *dead*. As he and I were, in his lifetime, brought into unpleasant personal controversy, and as he has left an amiable family, I am sorry that circumstances require me to allude

to him, especially as it is unpleasant to lacerate the feelings of those who had no participation in his conduct.

He was the government sub-agent amongst these Indians, when I first became their attorney, and was violently opposed to my having anything to do with their business; but as the Indians, in their *first* interview with me, had told me they had no confidence in him, and that they believed he had *embezzled their money*, his opposition made me the more anxious to protect them. They were *afraid* of him, because he was a government officer, and begged my protection against him. At the very first interview between the Indians and the Acting Commissioner of Indian Affairs, after they had spoken to me, he insisted, as the Commissioner now does, that they had no right to appear by attorney, and that they should only speak and make known their wishes through him. As I considered this a very convenient doctrine, behind which a dishonest agent might shelter himself, I insisted that the Indians had a right to employ an attorney, as it might sometimes be the only means of detecting the improper conduct of such an agent. My views prevailed, and it was afterwards discovered that the suspicions of the Indians, in reference to him, were well founded, and that he had embezzled a large amount of their money. He was removed. An appropriation was made by Congress to pay them the amount so embezzled, and suit was brought upon his bond for its recovery. How far I contributed to bring about this result is not important, as I never expected to receive, and never did receive, *one cent*, for whatever I did in regard to it.

After his removal he came to this city for the purpose, as I understood, of settling his accounts. When he came here, at that time, my original argument in the case for the Indians *had been made out and filed*, the case being then fully made up for decision, and pending before the Commissioner. The agreement of the Indians to pay me a certain per cent. had also been executed, and was on file in the Indian office, having been acknowledged before him previous to his removal. I desire you to observe these facts, because they become important in view of matters which I shall subsequently mention.

When he reached here he made loud complaints about his removal, the blame for which he laid chiefly upon me. I understood that he professed all the time to have the money, which he was said to have embezzled, safely locked up at home, and expressed a readiness to pay it when the government would settle his accounts, and allow him certain sums claimed by him. I knew nothing particularly about his accounts, but these matters were the subjects of common conversation about the Indian office. Amongst other things, he was in the habit of talking a great deal about the treaty of 1848, which *he had helped to make*, and of saying that he knew more about it than anybody else.

He professed to be able, if the Commissioner would only hear his story, to set the whole matter right. I said nothing to him on the subject, but when I heard these things suggested to the Commissioner that he should send for him and hear his statement, and if it should turn out to be of such a character as to *defeat* the case I had made, we had better know it, and terminate the business at once. I understood from the Commissioner that he did send for him, and proposed

to receive any statement he would make *in writing*, and consider its contents. He declined to put anything in writing, and his conduct strongly excited the suspicions of the Commissioner.

While things were in this condition, I met this man on Pennsylvania avenue, and he said he desired to converse with me. This was the first time we had spoken to each other after his arrival, but I told him I would hear what he had to say. He then commenced a conversation, the burden of which was, that he had been persecuted and broken up. To this I replied, that if I had done anything that led to the discovery of his embezzlement of the money of the Indians, I had done it in the line of my duty, and had no explanation or apologies to make for it. He soon satisfied me, however, that he had another object in seeking this interview, for he immediately commenced talking about the manner in which the Indians had been cheated in making the treaty of 1848. I replied that I had as much information as I desired on that subject, and that the case asking relief for the Indians was *then* made up and pending, with my argument, before the Commissioner. He then said that the Indians would not get relief in the form in which I had asked it, and that *he and a number of citizens of Wisconsin, then in the city, intended waiting on the President and Secretary of the Interior, to put them in possession of facts in relation to the business that would blow up the whole affair, set aside the treaty of* 1848, *and give the Indians ample relief, but not in the way desired by me.*

He also spoke of the parties who had *claims against the Indians*, and said that he also knew that a great many of them were unjust. I told him that the Commissioner of Indian Affairs had proposed to receive and consider any statement he would make in writing, and that if he knew these facts, and was an honest man, he would forthwith make the statement. He then replied that it depended on circumstances whether he would make it or not; that he had lost a good deal of money, and if I could *put him in the way of making some, he would tell only what was favorable to the Indians, and keep back the rest*, and that whatever he should do would depend upon whether or no I would consent to pay him. I expressed myself immediately to him in very strong language, and characterized his proposition as a corrupt and impertinent one. I told him that I understood his proposition as a direct offer to *sell himself to me* for money, to conceal the truth or tell a falsehood if required; that I had no money to give, and no promises to make to a man who was so base as to make such a proposition; that if he had any honesty, he would tell what he knew regardless of consequences; that I knew every word he stated was false, because there was nobody here from Wisconsin with him, but that whatever he did, *he must never speak to me again.* I told him, also, in reference to the claims, that I knew nothing about them except what I had learned from the Indians themselves, and that I did not care who presented them, I should oppose their payment. Our interview here ended, and I never afterwards during his life had a word of conversation with him.

Now, you will readily see that if there had been on my part a wish to employ this man for *any* purpose, whether fair or unfair, I should

have treated him very differently. But there was no *unfair* purpose for which his services could have been used.

The case in behalf of the Indians *was complete*, and my agreement for compensation *was already made*. Consequently, he could have done nothing *for* me in any way. But if he could have done so, another fact that transpired will show you that I had no sort of wish to use him, or to have anything to do with him. It is this, that on the very next day after our conversation *I related every word of it to the Commissioner of Indian Affairs*. I certainly would not have done this if I had cherished any improper design.

My object in making this communication to the Commissioner was, that he might be apprised of the kind of men he had to deal with in the settlement of his accounts. I could have had no other object than the protection of the interests of the United States, as his accounts were unsettled. When I made it to the Commissioner the man himself was at the Indian Office, and I proposed to repeat the conversation in his presence if the Commissioner would call him into his room, but he did not desire it, and it was not done. I mentioned it also to Colonel Ewing, who expressed his regret that I had not seemed to accede to his proposition, so as to obtain from him an agreement *in writing* to do what he had proposed. He said that he would see him, and ascertain whether or no he could get such an agreement, that *it* might furnish conclusive evidence of his dishonesty. He then inquired of me whether, if he obtained such an agreement, it could be enforced, and I told him that it could not; that it would be *nudum pactum*, absolutely void on the ground of *fraud* on the part of this man. He then called on him, as he informed me, and the contract now published by the Commissioner was the result, obtained by him with a perfect understanding that it was void.

I aver, most solemnly, that I gave him this as my opinion, and that he said at the time that he would not make the agreement except with that understanding. And I as solemnly declare that I do not believe he would have made it upon any other terms, or that he had any other motives in doing so than I have expressed. I understood from him at the time that he made it refer to the claims against the Indians, which this man had denounced at the Indian Office and elsewhere in conversation, in order to put the character of the paper beyond question, by showing that at one time he declared the claim to be unjust, and at another *hired himself to get them allowed*. And subsequent facts prove that this was the only object in obtaining this paper, for the next day after it was obtained the *Commissioner of Indian Affairs was informed all about it*, a thing which never would have been done if there had been any other design than that I have named. But still further, a few days after this was done this man was told by Colonel Ewing, as he informed me, of the object he had in view, that it was only to expose his rascality to the Commissioner, so that he might guard against it in settling his accounts. I do not *know* that he told him so, but I have reason to believe that he did, apart from what he told me, for I know that the man became very furious, and that he and Colonel Ewing frequently afterwards passed each other without speaking. But there is still another reason. In October,

1851, this man prepared and had printed a pamphlet of thirty-nine pages, with an appendix of nearly the same length, wherein he unburdened himself of all the information he possessed. In this pamphlet he abused pretty much everybody that had anything to do with Menomonee matters, a part of the Indians, those who lived amongst them, Colonel Ewing, and myself. He also attempted to throw suspicion upon my agreement, not by alleging anything against its *fairness*, but by insinuating that the head chief had not signed it. Does not this show that *he* considered this contract a *nullity*, and that it had been obtained for the purpose of which he was informed? The publication of this pamphlet would have been a violation of its terms, if it had been valid; but he saw that it was not, and therefore, in his anger, he communicated his pamphlet to the Commissioner of Indian Affairs. It, however, contained nothing, because, in fact, he knew nothing about the treaty of 1848 which was not already before the Commissioner. And this is all I know about the man or his agreement.

The idea of employing him for the purpose of really getting his *assistance* in this business, either with the Commissioner of Indian Affairs or the Indians, is altogether new to me. The Commissioner, who had the case already made up and argued before him, had no sort of confidence in his integrity, especially after he had discovered that he was a defaulter. And the *Indians*, as nobody knew better than I did, *would have nothing* to do with him. Is it likely that they would have been advised by him, *in anything*, after he had embezzled their money? He was the *first* man of whom they complained to me, and the fact is, that from the time of his removal, *before* this agreement was made, *they never would suffer him to have anything to do with them.* Is it likely, then, that with a knowledge of all these facts, *such a man* would have been employed for the purpose indicated by the Commissioner in his late report? Or is it likely, if he had been, that the then Commissioner of Indian affairs would have been informed of every step in the progress of the arrangement? It seems to me that the present Commissioner, when he comes to a knowledge of these facts, will himself see that this whole thing was done to *protect the interests of the United States*, and for no other purpose in the world. And he will also see, that it *was never used for any other purpose.*

The gentleman who was Commissioner at the time I have referred to is, as you are aware, now a resident of this city, and you can consult him, if you desire it, in reference to what I have here stated. I am very sure that he will corroborate what I have said, so far as anything is stated to have been within his knowledge or to have been communicated to him. So far as the other matters are concerned I positively aver that they are true, in substance and matter of fact.

But if you will refer to and examine this agreement, you will find that it is not so objectionable or uncommon, after all; certainly, not so, as it regards any business in which I was concerned.

It says *nothing about his aiding me in getting my pay from the Indians.* It only stipulates for his aid in getting as large an allowance for the Indians as possible, which object I may well be supposed to have had in view *myself.* And, besides this, he was to aid in the prosecution of the claims, and to get others; not, of course, from Indians, but from

white men. Now I cannot see that there was any great impropriety, or any impropriety at all, in all this. *He had been removed from office and was a private citizen at the time this agreement was made.* Certainly the fact of his having *once* been a public officer did not prevent him from receiving compensation for such services. But this is of no consequence, for all the facts exclude the idea that his services were needed or desired.

But the Commissioner has fallen into an error in reference to the contents of this agreement. I presume he must have read it hastily, so that its true terms and import escaped him. He speaks of it in his late report as stipulating to pay $10,000, whereas the sum to be paid by it is only $5,000. This is a matter of no particular consequence, perhaps, except as it serves to show how easily we may be mistaken about the contents and meaning of a paper when it is not carefully examined.

And this paper shows, too, that I had not anything to do with the *claims against* the Indians. It speaks of claims in the hands of W. G. & G. W. Ewing, and Ewing, Chute & Co. I did not know then, and do not know now, what claims these gentlemen have engaged to prosecute. I had my own business to attend to, and did not trouble myself about theirs—if I had I should have had but little else to do. With their business generally I had as little to do as the Commissioner himself, and he might, with as much propriety, associate me with any other part of it as this. There is this, however, that may be said about these claims; that the parties who are prosecuting them are to look to *white men* for their compensation, and that nobody can doubt their right to pay their attorneys or agents what they please. And more than this, they have not sought to have them collected *in the Indian country* out of the annuities of the Indians, but have brought them here to be *judged of by the Commissioner himself.* They are now filed before him as *judge*, to be allowed, if just, and, of course, to be rejected if unjust. I do not know whether they are just or unjust, nor do I care, but it seems to me that rather an unusual direction has been given to them, that it is not common, to say the least of it, to send such matters to Congress before an examination of them has been made. But if the Commissioner chooses to reject them, whether after or before an examination, that is the end of them, so far as I can see. And certainly this furnishes no cause for sending these matters to Congress to prejudice my claim, which is as distinct from them as it is possible for two things to be.

The schedule of these claims and the paper asking their payment were executed *after I had left the Indian country.* I never saw it until the appendix to the Commissioner's report was published, and now that I have seen it, I have failed to find out who are the attorneys of the claimants, whether they have one, two, or a dozen.

I think, as the Commissioner has thought proper to declare my claim to be "unjust" and all that sort of thing, that he should not have omitted to publish the agreement of the Indians to pay me; a copy of which is on file in his office. Instead of this he has published their power of attorney to me, giving me authority to act, which might have been omitted with much more propriety. As he has chosen to

denounce my claim he should have given me the benefit of the publication of the papers in his office necessary to an understanding of it. The agreement itself, if it had been published, would have shown what the Indians agreed to pay, that it was their voluntary act, and done without the exercise of any undue influence over them by any body. There is also on file in his office a special communication from the sub-agent, in which he states the same facts in reference to the manner in which this agreement was made.

Accompanying the papers published in the "appendix" to the Commissioner's report is that which was executed by the Indians, on the 4th of October, 1854, wherein they request the President and Congress to cause me to be paid what they originally agreed to pay me, out of the money provided for them by the late treaty. Upon examining this paper I find that the certificates that were attached to it, showing its authenticity, are omitted. This I suppose has been done by the superintendent, who, instead of sending the original paper handed him by the Indians, has sent only a *copy* of the body of it. This paper was executed by the Indians, in duplicate, one being handed to me, and the other retained by them. This was done at my request, for the following reason: that as I could not remain in the Indian country until the arrival of the superintendent, I desired that they should, when he came, hand him the paper retained by them, so that he could have an opportunity of ascertaining that it expressed the will of the nation. I went there at the time I understood he had appointed to make the annuity payment, but he was not there. As I could not remain longer than I did, in consequence of engagements at home, I procured the meeting of the council of *all* the chiefs of the nation, at which this paper was executed. The meeting of the council was fixed for two o'clock in the afternoon, but as it was desired by the Indians that *every* chief should be present, it did not take place until evening. The chiefs then met at the house of one of the principal men of their number, where there were also assembled a good many of the Indians and such whites as chose to be present. Everybody at the Indian village knew of the meeting, as there was no secrecy about it, and everybody attended who desired. The two papers executed were precisely alike, that is, the one given me and the one retained by the Indians. Their execution was attested by two persons who acted as interpreter, and by five others who also understood and spoke the Menomonee language, all of whom certify that the contents of the papers were fully made known to the Indians, and that they signed them of their own free will and accord. They were also attested by five other persons who did not understand and speak the language, but who certify that the Indians willingly signed the papers after their contents were explained by the interpreters. These certificates are important parts of these papers, and should have accompanied the copy sent here by the superintendent; indeed, it occurs to me that the proper course would have been for him to send the paper itself, *instead of a copy*, for most certainly that was the design of both the Indians and myself. If I had not so designed, I should have relied only upon the one now in my possession, which contains these certificates, but I preferred, rather than do this, to

leave the duplicate that it might reach the Indian office, through the hands of the superintendent, that, as I had been compelled to leave before his arrival, he might not suppose that I desired to take any advantage of his absence, and might have a full opportunity of investigating the whole matter when he did arrive.

But instead of attaching copies of these certificates to the paper sent to the commissioner, the superintendent endeavors in his report to create the impression that the Indians did not understand the paper, by alleging that "*those of the chiefs whom I (he) asked about it did not exactly know the purport of the paper.*" Now you will observe that he does not say here *how many* of the chiefs were thus ignorant, whether one, two, or a dozen. And by looking at his report you will see that this is important, because the conversation which he thus refers to took place, as he expressly states, *before* he held a council of *all* the chiefs together. He says that he talked to some of them about the paper, and "they promised to make me (him) acquainted, in a *council* to be held *after* the payment, *with everything they had done;*" and a little further on in his report he speaks of this council held *after* the payment, and what took place at it. I hope you will observe this closely, for it is important, as showing, conclusively, that all the Indians *did* know the purport of the paper. He says that they spoke in this council of a contract made with R. Jones about cutting timber, but he does not pretend that they said anything about *my contract*, or one word calculated to throw suspicion upon the paper they had given me. But he shows the *reverse*, for he says, "after many attempts to evade my enquiries, which were quite amusing, *Osh-Kosh, handed me the paper*," &c. Why did all the chiefs thus assembled in the presence of the whole nation "*evade*" his enquiries? Evidently because they saw that he was trying to get them to *repudiate* the paper which they *did not intend to do*, for I am satisfied that they could not be persuaded to such an act. The only answer they had to give to his enquiries was to *hand him the paper* through their hereditary head chief, through whom they always make known their will. Those who understand Indian character will readily see how significant they intended *this* answer to be. It was the only explanation they had to make. The *paper* expressed their will at the time it was made, and it expressed their will then. And for that reason they handed it to him. Could they have performed a more expressive act?

But the superintendent does not seem to have been satisfied with *this* answer to his enquiries. He states that he then made a speech to them, which, if you will turn to it, you will see was made for the purpose of persuading them, if possible, to *repudiate* the paper *after* it was handed him. He says he told them in substance that I had done nothing towards getting the consent of the Wisconsin legislature that they might remain in that State; that I had no influence with United States senators, and therefore had done nothing to aid in the ratification of their late treaty; that I had obtained their signatures to the paper "under false pretences;" that they had no right to pay me out of the money of the late treaty, because it belonged to the "*next generation*," and that the whole transaction with me fell to the ground, and was "null and void." Now I do not understand that it was any

part of the duty of the superintendent to be thus talking to those Indians about things of which he neither knew nor *could possibly know* anything. But this is no matter now, except as it shows the *motive* of his conduct. I simply desire to call your attention to the *effect* of this speech, in abuse of me, upon the Indians, as the superintendent has himself stated it. You will observe that he does not pretend that the Indians *said a single word* after he was done. He says, however, "they *seemed* to be perfectly satisfied" with what he had said. They "*seemed*" to be, but *were* they? He gives the answer himself, expressly contradicting this statement of their *seeming* satisfaction at his speech. In the very next sentence he says: "On my enquiry afterwards, and *repeatedly*, if they had *anything more to communicate to me*, I was answered *that they had not.*" Could anything be more conclusive? They had handed him the paper as expressive of their will, and he had made his speech attacking me and the paper, and *they* had nothing more to say. They did not intend to enter into controversy with a government officer, and therefore they sat still and said nothing, for this is a prominent trait of Indian character. They stood by the paper as saying everything they had to say, and that the nation desired to be done. He may have been so well satisfied with his own eloquence as to have flattered himself with the idea that they were as much so, or he may have thought so because they "*seemed*" so, but their conduct shows the reverse. If they had desired to repudiate the paper they would have taken it back, or have told him that they did not wish it to amount to anything. But they did not, and therefore they adhered to it, and required that it should be sent here to their "Great Father," to show what they desired to be done. I apprehend there was one chief difficulty in the way of the superintendent in his effort to get a repudiation of this paper. It was this: these Indians knew that I had protected them, that I had worked for them for four years without pay; they knew all I had done for them, and that the *superintendent was talking about things that he knew nothing about;* they knew that what he said was at variance with the facts, and hence their refusal to obey him. I insist, therefore, that I have a right to consider this act of the Indians in council, in handing this paper to the superintendent and standing firmly by its contents, as an act equivalent in all respects to the most solemn ratification. It attaches to the paper a degree of solemnity not inferior to that which belongs to a treaty. It is the act of the *whole* nation in the presence of all its members, and indicated by the signature as well as the conduct of *every* chief and head man.

I believe the Menomonee Indians to be honest, and at all times since I undertook their business have been perfectly willing to trust to them for my compensation. If I had ever seen anything causing me to doubt their integrity their conduct towards the superintendent would have removed the doubt. Even his authority as a government officer was not sufficient either to persuade or force them to an act of repudiation. They knew and felt that they had acted with integrity, and while they did not intend to *debate* the question with him, they were resolved that they would not be "induced or seduced" into an act of *dishonor*. The effort to have them do so reflects no credit upon those

ho made it, who, by such an act, but poorly discharged the duties f *guardian.*

The superintendent, in his report, says that he told the Indians I ad done nothing towards getting the consent of the legislature of Visconsin that they might remain in that State. *The Indians, themlves, knew better than this;* and they knew, moreover, that *he* knew *thing about it.* I wonder that it did not occur to the superintendent inquire *who* did do it, if I did not? The truth is, there was absoitely *nobody else to do it.* Is it pretended that a single *government ficer* ever had anything to do with it? If there was such an one, let im be pointed out. But there was not. And what *private citizen* as likely so far to interest himself as to give his time to the mangement of such business? The Indians looked to *me*, and me alone, s they did for four years, in all matters concerning their welfare. o soon as I found it necessary to obtain this consent, I employed, *at y own expense*, several gentlemen of Wisconsin to take the memorials f the people to Madison, and explain the matter to the legislature, so to secure the passage of the resolution. They remained there some me, until the resolution was passed, *at my expense.* They were genemen of high character and intelligence, and were enabled to commate the desired object; but they acted *for me*, as the representa-e of the Indians. They had nothing to do with the Indians, but ked to me for their expenses, and a reasonable compensation for s of time from their private affairs, which I paid them. The Ins knew all this, and even know who the gentlemen were; but the erintendent did not; and, therefore, he had no business talking ut it. He would have maintained a much better character amongst Indians if he had let it alone; and, indeed, so I may say of pretty ch everything he said. The Indians knew all the facts, and howr well they may have "*seemed*" to be satisfied with his eloquence, as not great enough to persuade them to forget what they *actually w.*

The superintendent talks about my having claimed to have carried late treaty through the Senate by my influence, and his having d the Indians that I had no influence. The latter may be so, but ether it is or not, I am willing to submit to senators themselves to whether I have, at any time or under any circumstances, acted vards a single one of them as if I claimed or thought myself possed of influence over them. But, however they may decide this estion, it is perfectly impossible for the superintendent to know ything about the relations between them and me. I never saw him Washington, and do not know of his ever having been here but ce, though he may have been. The only interview I ever had with m was at Milwaukie, on the evening of April 17, 1854; and how uld he know anything about my personal relations to senators? is is not important, except that it shows the anxiety with which he osecuted his purpose to get a repudiation of my claim. He might ve succeeded better if he had not *exposed his hand* to the Indians, ho, whatever their condition otherwise, see these things as readily any people upon earth.

I never claimed to have carried the late treaty through the Senate

by my influence; I have not been in the habit of talking about that treaty *in that way*. That you may see that I did not, I will repeat here what I said to the Indians, and am ready to maintain the truth of every part of it. It was in substance this: That, although they had entrusted their business to me, and I had been their sole attorney for four years, yet, that those who made their late treaty would not let me know when they intended to make it, so that I could be there to tell them how their business stood; that when I heard what they designed, I went to Milwaukie to see the superintendent and get his consent to accompany him; but when I reached there he would not tell me when he was going, or when he expected to make the treaty; that he told me he would not suffer me to go there, to advise them or represent my own interests; that he would not recognize me as their attorney; that he would not suffer me, nor anybody else, to talk to them in reference to the treaty, but that he would make it his own way. And I told them, also, that when I learned that the treaty, as the superintendent had made it, proposed to give them only $150,000, after the Senate Committee of Indian Affairs had reported that the very least amount justly due them was $613,515 36, I addressed a communication to certain senators, requesting that it should be laid before the Senate, wherein I stated these facts, and what I thought was the injustice about to be done them, and asked an increase of the amount; and I stated, moreover, that I felt it to be my duty to do this, because they had confided their business to me alone, and because I did not think they would have made the treaty if they had previously been told what sum the Senate committee had reported in their favor. And I told them, still further, that after I had written this communication to senators, the Senate amended the treaty by *adding* $92,686 to the $150,000 allowed them by the superintendent, so as to make the sum now in the treaty, that is $242,686.

Why should I not have told them these things? Are they not all true? And, being true, I can imagine of no reason why they should not know them. I have no idea that I shall ever be similarly situated again; but if I am, I shall certainly pursue precisely the same course, unless there shall be some provision of law forbidding it.

But the superintendent says that "all these (my) proceedings, were *under-handed*." If he means that they were *secret*, he is altogether mistaken. I have already stated that the council at which my paper was executed was publicly held. Everybody at the Indian village knew it, I have no doubt, for it was generally talked about. As many as chose to be were present, both of whites and Indians. The house was full. But if it had been *secret*, the act of the Indians afterwards, in handing him the paper in a *public* council of the whole tribe, must be held to be a *ratification* of what they had secretly done. And, besides, I could have had a precedent for secrecy, in the "*under-handed*" way in which he made the late treaty. I do not suppose that he claims a monopoly of the right to do business in an "*under-handed*" way; but there was nothing of that sort about what I did.

The superintendent says he told the Indians that "their signatures were obtained (by me) under *false pretences*," &c. As it was impossible for him to know what I had done for the Indians during the four years

I had acted as their attorney, I submit whether he did not make rather a bold venture to talk this way. If I had acted as their attorney, and attended to their business, I certainly was entitled to *some* pay. And if they had themselves fixed that pay nearly four years ago, in their own voluntary agreement, and now *only affirmed that agreement*, where are the "false pretences?"

But he told them, as an argument intended to set the whole matter at rest, that they had *no power* to touch the money in the late treaty, because the treaty had set it apart "for the benefit of the *next generation*." The employment of such an argument as this would lead to the inference that the postponement of the payment of the annuities under this treaty for *thirteen years* was made for the purpose of putting it out of my power to get compensation for my services. I do not know how this is, and consequently will not so declare, for I do not wish to do injustice to anybody. I can only say that it *seems* so—following the example set me by the superintendent. But I do not think that the opinion of the superintendent can be maintained. The "*next generation*" have no such vested right in money belonging to the present that the present cannot dispose of it. A treaty is a mere contract, and may be changed, amended, or abrogated, by the parties making it at any time. They need not wait till the "*next generation*" is born before they do this, although some of the money may be payable then. Take the example of *permanent* annuities, which, in recent treaties, have been abolished, notwithstanding they would reach to several generations *beyond* the *next*.

According to the notion of the superintendent, if a treaty has a single payment provided for, that runs as far ahead of the present time as to reach the "*next generation*," you may change every part of the treaty but that single payment. But I need not argue such a question. In my case the Indians consent and desire that the terms of the treaty may be departed from. They are one of the contracting parties, and are fully competent to consent to this departure. When they have done so, it binds the present and the "*next generations*" both.

And he was equally mistaken as to the law, when he told them that "the whole transaction falls to the ground and is *null and void*." Suppose that the last paper given me were, in point of fact, void, would not my *first* contract stand good? And would I not be entitled to reasonable compensation under it? Was not that the law when it was made; and is it competent for the government even so to change that law now as to operate *retrospectively* upon and to destroy my rights? These rights are *vested*, and, consequently, are protected both by the Constitution and common justice.

Is it not perfectly apparent to all who will take the pains to examine the facts, that, *but for me*, these Indians would have been allowed no additional compensation, but would long since have been removed to the Crow Wing river, where they would, in all probability, have been a prey to their powerful enemies? Had I not initiated and prosecuted the proceedings which have led to the present results, who else would have done it? Would the government agent? *He* was a witness to the treaty of 1848, and helped to make it, and would not likely have

complained of an act in which he participated. Besides, as the treaty of 1848 was made by the then commissioner himself, he would have been still less likely to complain of the conduct of his official superior. There was, then, nobody but me, or some one similarly situated, to act for the Indians in attacking the treaty of 1848. And yet the present commissioner says that I did nothing to bring about this additional allowance; but that *he*, seeing the condition of the Indians, made the treaty of 1854 without suggestions from any quarter. But *how* did he find out that anything was due them? Was it not by reference to the case made by *me* and placed upon the files of his office? Had he any *other* evidence there to act upon than what was placed there by me? I think not. The treaty of 1854 is, therefore, the *result of my labors.*

There are two letters published in the "appendix" to the commissioners report which I never saw or heard of before, but which it may be necessary for me to notice so far as they have any reference to me. With what there is in them concerning *others* I have nothing to do.

The first is from W. G. Ewing, sen., (now dead,) to Mr. J. B. Jacobs. I see nothing in it of any importance, unless it be the expression of a wish to have the names of two chiefs, who had not before signed them, to the power of attorney and agreement, and a desire that they should be requested to go to Green Bay, where the sub-agent resided, for that purpose. If this has any important relation to my business, it proves that the utmost diligence was employed in order that all the Indians might fully understand what was going on. So that certainly there could be no well founded objection from any quarter.

The other is from the same gentleman to Major Bruce. A portion of it has reference to me, and a portion to things with which I never had any concern, and of which I never knew anything. It speaks of my having been "legislated out of the office of commissioner to treat with the Sioux and half-breeds." This, of course, has nothing to do with my present business, but may be explained in a few words. I was appointed by the President, in company with Governor Ramsey, to make those treaties, and was soon afterward called on by an individual whose name it is not necessary to mention here, but which I can give you at any time if you desire it, to know whether I would not consent that he should have a chance to make a speculation by prosecuting claims against these Indians *before the commissioners*, and getting us to allow them. I promptly told him that I, as one of the commissioners, would have nothing to do with passing upon any claims. An effort was then successfully made, and I believe *for this cause*, to change the law in reference to the mode of making treaties, so as to get rid of me. It was done by providing that treaties should only be made by those connected with the Indian Department, and thus I was legislated out of office. I cared nothing about it, and made no effort to defeat it, being restrained from doing so by the reason that a resistance to it would have made me liable to the suspicion of desiring the place of commissioner, when the fact is, I did not want it. You will, I think, give me credit for the sincerity with which I acted in this matter, when I tell you that I spoke freely of

this thing at the time, and afterwards, as being prompted by the wish to get the claims against the Indians provided for. I went even further than this: when Governor Gorman was instructed to investigate the matters connected with the *subsequent* payment of these claims, I called on him, told him all that had occurred about the proposition to me, gave him the name of the person who made it, and a history of the circumstances under which the law was amended changing the mode of making treaties, and offered to give him my statement at any time, if it was considered necessary to a discovery of the truth. He did not suppose it necessary, I imagine, as he never called on me.

This letter states that the business of the Indians under my care was not advancing, which was true. The case, however, was then made out and submitted for decision; it was then pending before the commissioner, and the contract for my compensation was executed and on file in the Indian office. All the facts had been obtained, and there was nothing more to do in reference to them *in the Indian country*. All the papers necessary to be executed by the Indians had been obtained. These facts being observed, it is perfectly apparent that, when this letter advises Bruce to write to me, it can have no reference to any matter necessary to make out the case or to get them to fix my compensation. It may be well to observe, however, that at the date of this letter Bruce's true character had not become known, and that, as he *then* professed to desire that the Indians should obtain relief, and had them in charge as sub-agent, it was fair to presume that he would willingly communicate any *facts* which came to his knowledge necessary to secure them justice. I do not suppose this would be any violation of his duty to the government, and *may* have furnished the motive for writing that part of this letter. If it did not, I have no knowledge what the motive was.

When it speaks of the contract for the removal of the Indians being an object, it is the mere expression of an opinion. Bruce had nothing to do with that. The disposition of it had to be made here, by the commissioner; and, consequently, what was in this letter could have no bearing upon it. If they had to be removed by contract—the usual mode—some private citizen had to do it; and if it was an object, as government contracts are generally considered to be, one man had as much right to do it as another.

It speaks of *something* that had been talked about between Bruce and the writer, that would result "in a good profit." I do not know what it was, for I had nothing in the world to do with the general business of W. G. & G. W. Ewing, which was of the most extensive character. And the letter itself shows that I had nothing to do with *this* business, for, when directing Bruce to write about it, it says: "Write to *my brother* about *this*." He did not direct him to write to *me*, as he would have done if it had had relation to Menomonee matters, for he knew that I was the *sole attorney* of these Indians, and that I never did suffer anybody to direct their business but *myself*.

But the letter furnishes additional evidence that it had no concern with matters in my hands. If you will observe its contents, you will see that it speaks of proposals between Bruce, Wright, and W. G. & G. W. Ewing, and that, in reference thereto, Bruce would be sent a

copy of "*Coquillard's contract.*" This contract was what writing about. It was a different affair entirely from anythir cerning the Menomonees, for Coquillard never had any connexi their business in any way. They are all three dead—Ewing, and Coquillard—and this letter was a private one upon their business. I am only left, as others are, to infer what they we responding about.

These inferences I have given, and if they are not the true can imagine no other. All that concerns me in regard to it is now sought to be made of it.

This letter is already so long that nothing but existing stances would have justified it. I have endeavored to make it plain narrative of facts, and have refrained from unkind ref upon anybody. I am sorry that the commissioner has felt it t duty to act otherwise towards me, and feel convinced that, w comes to examine the facts more carefully, he will see that he h me injustice. I have endeavored always to treat him respectf will be seen by examining all the papers on file in his office th written by me. And as my case is now before Congress, and no further action of the department, I can only renew my requ this communication be placed on file in the Indian office.

I have the honor to be, very respectfully, your obedient serv

R. W. THOMP

Hon. R. McCLELLAND,
Secretary of the Interior.

No. XI.

WASHINGTON, *March* 14,

SIR: The Secretary of the Treasury has permitted me to letter referring my case to you, and I beg leave to make a fe gestions in relation to it.

In addition to what I said on the memorandum handed y morning, permit me to remark, (upon the question as to the payment,) that if the money were not paid *now*, but were left treasury, it would under, I think, the law of 1836, lapse in the ury; so that thereafter a new appropriation would have to be Congress, therefore would not be guilty of such an act as to m appropriation to take effect in *twelve years*, when it could onl effect for two.

I think there can be no question about the competency of Co to appropriate this money. It will be observed that it is the of the United States that is appropriated—not that of the In Has not Congress the right to appropriate its own money for a pose it pleases? The question as to whether it can be deducte the annuities, is a question to be decided hereafter between th ted States and the Indians. For the present, the United States pay me because it was its interference that destroyed my vested

But in a question between the United States and the Indians, it is perfectly competent to deduct this money from the annuities. It has been often done; the cases are innumerable where acts of Congress have directed Indian annuities to be paid to individuals. (I can refer you to them if you desire it.) A treaty, though the primary law, is yet but a contract, and its terms may be changed by the consent of the parties. Here, the Indians consent, and their memorial of October 4, 1854, is made by them as valid as the treaty. By the treaty, the annuities are to be paid by Congress; but by this memorial, and the 27th section of the present act, Congress and the Indians agree that, when the annuities are due, the sum now paid shall be deducted; can there be a clearer question? If this cannot be done, then Congress and the Executive have always misunderstood the law in such cases.

As to the effect of the proviso, permit me to refer you to what I have said to the President and Secretary of the Treasury. It cannot be considered a part of the law, now its having been adopted, referred to, to furnish a rule of interpretation, unless there were ambiguity to be explained, and there is not.

The act upon its face shows, without ambiguity, what is to be done, and when. There the whole case stands.

You will excuse the character of these suggestions, as they are prepared in great haste.

I have the honor to be, most respectfully, your obedient servant,

R. W. THOMPSON.

Hon. C. CUSHING,
Attorney General.

P. S.—Please place on file a release which I hand you at the suggestion of the Treasury Department.

R. W. T.

WASHINGTON CITY, *March* 14, 1855.

Whereas the Menomonie Indians, by their chiefs in general council, did, on the 15th of February, 1851, make an agreement with the undersigned, by which they stipulated that he should be paid one-third part of whatsoever sum should be thereafter recovered by them for lands sold by them to the United States by the treaty of 1848; and whereas, on the 4th day of October, 1854, the said Menomonies executed a memorial to the President and Senate, whereby they requested the payment to the undersigned of the one-third part of the sum allowed them by their treaty of May 12, 1854; and whereas Congress, by the 27th section of the act making appropriations for the civil and diplomatic service, approved March 3, 1855, appropriated one-half of said sum: Now this is to witness and make known that the payment to me of said one-half, as provided by said act, shall be in discharge of the whole of said contract of 15th day of February, 1851, and the memorial of October 4, 1854, for all the services heretofore rendered by me under the same.

R. W. THOMPSON.

No. XII.

The discussion in the Senate shows that it was designed money should be paid *now*, and in advance of the time when nuities are to become due. It was after that discussion, and was said that the Indians would have to be charged with the that I proposed to take only one-half of the amount due.

The title of the civil and diplomatic act shows that the a tion was made with the distinct purpose that it should be pa other appropriations in that bill, during the fiscal year end 30, 1856; the provision for my payment being placed in an this purpose avowed by its title, the payment of the mone the time covered by the act is one of the objects to be effectec

The 27th section of the bill is not susceptible of any other terpretation. It means that in every part of it.

First. It recognizes and gives congressional sanction to tl rial of the Indians of October 4, 1854, and provides that tl shall be paid "in accordance with" it. This memorial dist quests the payment of the money—of double the sum, howe whole import shows that the Indians desire the money to b *once*, and "*charged against* the amount due them by the trea

They ask that when paid, the sum may be "deducted amount *hereafter* to be paid" them "in whatsoever manner is to be paid by said treaty;" and they discharge the Unit "therefrom forever hereafter"—that is, after the payment. confirm and ratify any departure "from *any* of the stipul said treaty in order to pay said money, &c." Could anyt clearer? And it is "*in accordance with*" these provision memorial that Congress has directed this money to be paid they had not so designed, they would not have said that it sl paid in *accordance with* "the memorial;" nor would th made an appropriation at all, if they had not so designed. fact of their having done so settles the question. Who ev of money being appropriated *twelve years before it was du* tended to be paid?

Second. It provides that it shall be paid out of *any mon treasury*, &c.—NOT OUT OF INDIAN ANNUITIES. If it had been pa of the latter, it would have been made the duty of the *Sec the Interior* to pay it. But an examination of the debates w why Congress required it to be paid by the Secretary of the and "out of any money in the treasury." If it had been that the money should not be paid till the annuities are due, have been made payable out of them, according to the usual

As it is not so made payable, but of "any money, &c.," is positively excluded that payment could be postponed till tl ties are due. To do so would violate the express letter of

Third. It makes it the *special* duty of the Secretary of tl ury to pay this money. He has first to see that the ministe is performed of ascertaining what amount is to be paid, and is required to perform the executive or administrative act o

the money so found to be due. This ministerial duty he performs through his accounting officer, subject to his revision. The administrative act he is obliged to perform himself, because he is especially required to do so. *Quere.* If he were to refuse under this special law to act, would an appeal lie to the President? This is not like a case where he acts as the "head of the Treasury Department" under general provisions of law, and I apprehend it would not. This is only put to show the *special* character of the duty imposed by this statute.

Fourth. After the money is paid by the *Secretary of the Treasury*, who takes no account of Indian annuities, then it is to be deducted from the annuities *when due and payable*, that are *to be paid, &c.* And this is to be done by the proper department having charge of that business, whenever the same are "*due and payable,*" and are "to be paid," &c. The deduction of the sum paid is to be made when the annuities are "due and payable;" but the money is to be paid now. There is not a word about the money being paid when the annuities are "due and payable;" but the idea is excluded everywhere.

Fifth. It recognises my right under the original agreement of February 15, 1851, wherein the Indians stipulated that I should be paid. That agreement was made at a time when a rule of the department and a standing decision of the Attorney General recognised the right of an attorney for the Indians to reasonable compensation; the latter of which held that the money should not be all paid to the Indians, but enough should be paid by the government directly to the attorney to remunerate him fairly. It was made with the consent of the President, Secretary of the Interior, and Commissioner of Indian Affairs; and therefore, after my services were rendered, I had a vested right in the money recovered. Congress recognised this right; and because the United States stepped in and made this treaty without my knowledge, and thereby impaired my vested rights by postponing the payment of the annuities so long as to put it out of my power to be paid, it was provided that I should be paid *now*, and the sum paid *hereafter* be deducted from the annuities when "due and payable."

R. W. THOMPSON.

No. XIII.

WASHINGTON, *March* 21, 1855.

SIR: My friend Colonel L. Lea will represent me in any matter pertaining to my business before you while I am absent from the city. He will at any time receive such communication as you may wish to make me in connexion with it.

I have the honor to be, most respectfully, your obedient servant,

R. W. THOMPSON.

Hon. C. CUSHING,
Attorney General.

No. XIV.

MY DEAR SIR: In considering the claim of my friend and co uent, Mr. Thompson, permit me to call your attention *speciall* paper now before you, dated 4th of October 1854. It is in the writing and certified by Mr. McKeen, of Terre Haute, Indiana, tleman of the first respectability, and a man whose character is peachable in every sense of the word.

Very truly, yours,

J. D. BRIGI

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

No. XV.

DEPARTMENT OF THE INTERIOR
Office Indian Affairs, March 24, 18

SIR: I have the honor to transmit herewith a letter just re from superintendent Huebschmann, in relation to a claim of Ri W. Thompson against the Menomonie Indians, and the instru which Mr. Thompson has filed, and on which he requests the fa ble action of the Treasury Department in his behalf, as provid the clause in the civil and diplomatic bill, passed March 3d, directing that the Secretary of the Treasury, in accordance wit memorial of the Menomonie Indians to the President and Con pay to Richard W. Thompson, &c.

Your attention is particularly called to the statement of su tendent Huebschmann, that the paper which Mr. Thompson ha as the memorial of the Menomonie Indians is not such; his p against it being so considered, and his reasons therefor.

I also add my opinion and testimony to that of the superinte that the paper presented by Mr. Thompson, and which I ha spected at the Attorney General's office, cannot be considered memorial of those Indians.

The treaty made with them by Commissioner Medill, on th of October, 1848, (U. S. Stat. at Large, vol 9, page 954,) is ex by twenty-nine of the chiefs, headmen, and warriors of the trib

The articles supplementary and amendatory thereto, conclud superintendent Huebschmann and said Indians on the 12th of 1854, are attested by the names of twenty-one of the chiefs, hea and warriors of the tribe, (page 5, pamphlet copy of said arti and the amendments to the supplement (page 7 of same pam are signed by twenty-five of the chiefs, headmen, and warriors tribe. The paper dated October 4, 1854, and in accordance which Richard W. Thompson requests the treasury to pay hi wards of $40,000, has not, it will be observed, one-third of the s tures attached to it that are to be found of record as parties

treaty of October 18, 1848; nor has it one-half of the names of those who executed the supplemental and amendatory articles of May 12, 1854, and scarcely one-third of the names attached to the assent of said Indians to the Senate's amendments to the said supplemental articles.

Nor is the supposed memorial accompanied by the usual and ordinary evidence required to authenticate instruments executed by Indian tribes.

It was not executed in the presence of the United States agent or interpreter, nor acknowledged before them or in their presence, nor does it appear that the United States interpreter interpreted the contents of the instrument to those who executed it.

The clause in the appropriation act provides "that in accordance with the memorial of the Menomonie Indians to the President and Congress, dated the 4th of October, 1854, and executed in general council of the nation," the Secretary of the Treasury pay, &c.

The paper presented by Mr. Thompson at the treasury does not appear to be such an instrument as Congress had in view when the act passed. The law refers to a paper "executed in general council of the nation;" now, the paper filed by Mr. Thompson is designated in the body of it as an instrument made by the chiefs and headmen, in general council assembled. It says, after reciting certain matters: "Now, therefore, we, the undersigned, the chiefs and headmen of the Menomonie nation of Indians, in general council assembled," &c; but in no part of the instrument does it appear that the same was "executed in general council of the nation," or even that the nation had been assembled at all, or that any authority was conferred for that purpose on the persons who appear to have signed the papers. I submit, therefore, that no such instrument or memorial as that contemplated by Congress has been presented by Mr. Thompson to the Secretary of the Treasury, and that the payment of his demand ought and must be deferred until he presents at the treasury a memorial of the Menomonie Indians, "*executed in general council of the nation*," and dated October 4, 1854; and, as the friend of said Indians, I, on their behalf, most respectfully, but earnestly, protest against the payment to him of any portion of the funds due, or to become due them, and arising under the stipulations of any treaty or supplement thereto, or amendments of the same, at least until the said Indians have had an opportunity of being further heard, and until Mr. Thompson shall have presented a memorial such as was contemplated by the law.

Having learned that the papers presented by Mr. Thompson at the treasury are now before the Attorney General, I respectfully suggest to you the propriety of giving to this communication, and the document accompanying it, such direction as will place them before that officer.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

The following endorsement was made on the preceding communication:

Respectfully referred to the Attorney General, in accordance with the Commissioner's request.

GEO. C. WHITING,
Chief Clerk.

DEPARTMENT OF THE INTERIOR,
March 24, 1855.

WASHINGTON, D. C.,
March 23, 1855.

SIR: Since my arrival in this city, on the 19th instant, I have learned that, to avail himself of the benefits of a clause to "An act making appropriations for the civil and diplomatic expenses of government for the year ending the 30th of June, eighteen hundred and fifty-six, and for other purposes," R. W. Thompson, of Indiana, has presented to the Hon. Secretary of the Treasury a paper, stated to have been signed on the 4th of October last by a number of the Menomonies, and claimed by him to be a "memorial of the Menomonie Indians to the President and Congress," and as expressing the wishes of said tribe, and as binding upon them. Since I may be presumed to be acquainted with the views, usages, and customs of these Indians, I deem it my duty to protest against the paper being considered as a memorial of the Menomonie Indians, and expressing their views, or as binding upon them, and to state some of the reasons for this protest.

1. It does not appear from the paper, nor from any examination into the facts in the case, that the Menomonie tribe had conferred authority for any such purpose as is expressed in the paper upon the persons claimed to have signed it.

2. It does not appear that the council, where the paper is claimed to have been signed, was held in conformity to the usages of the tribe, at the council-house of the tribe, between the hours of 9 a. m. and 5 p. m., such of the warriors and young men being present as would take an interest in the public affairs of the tribe, and the subject to be acted upon being generally understood by the tribe, and particularly by those present at the council.

3. A majority of the names signed to the paper are the names of such as are not considered chiefs, since, at their own request, I reduced in 1853 the number of chiefs participating in the fractions to about 25, leaving it to the larger of the ten bands to select each three, and to the smaller bands to select each two chiefs. I adhered to this rule in admitting them to sign the articles of May 12th, 1854, and it appears that of the twenty-one chiefs who signed that instrument, only about nine (considerably less than one-half) signed the paper of the 4th of October; and since the Senate of the United States thought the signatures (twenty-one in number) to the articles of the 12th of May, 1854, insufficient, and ratified them only on the condition of the assent

of certain other chiefs being given, it would certainly be improper to consider the names signed to Mr. Thompson's paper as sufficient.

4. The usages of the Menomonie Indians require the presence of their officer (superintendent or agent) at any council which is to consider important affairs, and the officer to make a record of such proceedings, so as to prevent any disputes to arise afterwards. It seems that the propriety of this usage has been entirely overlooked in this instance.

These are some of the reasons which force upon me the conclusion that it would be improper to consider the paper of R. W. Thompson as a "memorial of the Menomonie Indians," and as in the least binding upon them.

Most respectfully, your most obedient servant,

FRANCIS HUEBSCHMANN,
Superintendent.

Hon. G. W. MANYPENNY,
Commissioner Indian Affairs, Washington, D. C.

No. XVI.

Memorandum for Attorney General.

That part of the 27th section of the civil and diplomatic act which concerns my interest is simply that which directs the Secretary of the Treasury to pay me so much money. I have nothing to do with the remainder of the section, nor, in contemplation of the law, has the Secretary of the Treasury. *His* duty is to pay the money, and this is purely an administrative act. After this, it is a question between the government and the Indians as to whether or no the sum shall be deducted from the money provided for in the treaty.

When that time comes, if the Indians do not object, *no body else can.* No officer of the government has power, under the law or the constitution, to raise a question for them, and against their will, as to the power of Congress to dispose of its own or their property as it shall think best. All laws of Congress are binding upon its own officers, and all executive officers must obey them.

The department having charge of the affairs of the Indians may be considered as in the nature of a *guardian* to them; but it is a new doctrine that this guardianship extends so far as to afford protection *against Congress!*

The three great powers of government are distinctly separated by the constitution; and though it has been doubted whether there is sufficient security against *legislative* usurpation, yet it is well settled that the only share the Executive has in legislation consists in the power of *rejecting*. By the exercise of this power the President may prevent a law from being passed, and to that extent may restrain the legislative will.

But when the law is passed *with his consent*, it thereby becomes an

established rule, and cannot be altered by the Executive, but must be carried out. It is the will of the nation, expressed by the two law-making departments, and must be executed as expressed, so far as *they* are concerned. The Executive cannot stop to inquire, after this, how far the constitution is invaded, because he has already, by his approval, consented that the law shall stand as the legislature declared it. If any of those private or other rights which may be adjudged by the judiciary are impaired, then the judiciary may inquire how far the legislative and Executive combined have, in doing so, violated the constitution. But this is the only mode in which such a question can legitimately arise. In all other cases every department is bound by the law, and must administer it.

The whole doctrine may be summed up in a few words. The legislative power is unlimited except where there is a constitutional prohibition. The Executive may defeat the will of the legislature in any case where there is such prohibition. But if the Executive agrees with the legislature and approves the action, then it has decided that no such prohibition exists, and must execute what it has agreed to as the will of the nation. Then if the matter can become the subject of judicial inquiry, the judiciary may inquire how far the legislature and the Executive, by their joint action, have violated the constitution.

But this inquiry can never arise in cases where alone the public policy, the disposition of the public property, or the appropriation of money is concerned. There no such interests are affected as can become the subject of judicial inquiry.

If the doctrine were otherwise, the whole purpose of government might be thwarted by the President, by a refusal to execute a law after it had been passed by the legislature and approved by him. If he could then stop to inquire into the constitutional competency of Congress to pass the law, and could exercise the power of suspending its execution if he should find it prohibited by the constitution, he might stop the operations of government. We should then have executed only such laws as he thought constitutional, and the remainder would become wholly ineffectual.

It is clear, therefore, in my case, that it is not competent for the executive department to arrest the Secretary of the Treasury in the performance of the administrative duty of paying the money.

If it were, and the question were legitimately raised whether or no the act was in conflict with the treaty, which is the supreme law, the answer is equally clear.

A treaty is but a contract as between the parties to it. As the supreme law, it is merely equivalent to an act of the legislature, and is no higher. As such, the legislature by another law may change its terms so far as *all the departments of the government are concerned.* Nobody can complain of this but the other party to the treaty, and none of the departments of the government are authorized to make this complaint for this other party. They are bound by the law making the change upon the general principles already stated. The Executive, by consenting to the last law, has consented to the change, and is bound by it. There is, then, no power but the judicial that can inquire into the conflict, if any exists. And this cannot be done by

the judiciary except in the particular case of controversy between the United States and the other party to the treaty. Such a controversy cannot arise here.

When the terms of a treaty import or contract for the performance of an act in the future, then it addresses itself to the *political* departments, not the judicial. *Foster and Elam vs. Nulson*, 2 *Pet.* 314. In such a case the legislature executes the contract in its own way; certainly so, so far as *the departments of the government are concerned.* How can it be possible that there can be a question between the Executive and Congress as to the manner in which Congress shall discharge its political obligations? And more especially may it be asked, how it can possibly be that such a question could be raised by the Executive after the President had consented to the law by approving the act as passed by Congress?

I need not say I hope that these suggestions are made with entire respect for the executive department.

I will forward, in a day or two, additional suggestions as to the *time* of payment.

R. W. THOMPSON.

TERRE HAUTE, *March* 29, 1855.

No. XVII.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, May 3, 1855.

SIR: I have the honor to transmit, for your information, a copy of a letter received from superintendent Huebschmann, dated 24th April, 1855, with copies of its enclosures, being a copy of a letter from Richard W. Thompson to the Menomonie Indians, dated March 7, 1855, and a memorial of said Indians to the President, dated April 17, 1855. From the memorial of the Indians, it would seem that some of Thompson's emissaries had obtained the signatures of a portion of them to a paper which they confess they did not understand, and which, by this last act, they desire to cancel.

If individuals are permitted to act as Mr. Thompson seems determined to do with these Indians, and papers thus surreptitiously got in the absence of the legal agent of an Indian tribe, and such papers are to be regarded by any department of the government as worthy of consideration, the interests of the Indians may hereafter be considered to be at the mercy of the heartless, avaricious, and unprincipled, and not under the protection of the agents appointed by law to guard their rights.

It is to be presumed that the instrument to which the Indians allude as having been signed by some of them, is now on file with the papers in the case of Thompson's claim, and is, no doubt, claimed by him to be evidence of the assent of the Menomonies for him to receive the amount appropriated by *Congress.* I therefore respectfully suggest that *these accompanying papers* may be transmitted to the

Treasury Department, to be filed in the case of the claim of Richard W. Thompson.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

[1.]

NORTHERN SUPERINTENDENCY,
Milwaukie, April 24, 1855.

SIR: I enclose a copy of a letter of R. W. Thompson to the Menomonie Indians, and a memorial of the chiefs revoking any document of Thompson's which some of them have signed.

This is a voluntary expression of their views, and all of the head chiefs and most all others have signed it.

Very respectfully, your most obedient servant,

FRANCIS HUEBSCHMANN,
Superintendent.

Hon. G. W. MANYPENNY,
Commissioner Indian Affairs, Washington, D. C.

[2.]

To Osh-kosh, the head chief, and the other chiefs of the Menomonie nation:

MY FRIENDS: As I told you I would do, I laid the paper you gave me when I was in your country last October before the great council. They have considered of it, and have agreed to do as you asked them to do, except that they have agreed to pay me only one-half of what you asked them to pay me. You promised me that I should have one-third of what is in your last treaty, and you asked the great council to give me that much, but the law they have passed only gives me *one-half* of that, and I have agreed to take it; and I send you a copy of the law that you may keep it, so as to see what has been done. You can get some of your friends to explain it to you, so that all your people can know what it is.

The great council gives me its own money now, and agrees not to take it out of any of your money for *twelve* years. When they begin to pay you what will come to you under your last treaty, then they will take it out of that. But it does not take a dollar of any money coming to you under your other treaties. That will be paid to you as it is due, and you will get it all. I always told you that I did not

want any of the money coming under your old treaties, and I have not asked the great council for it. If any body tells you that I am to get any of it, you must not believe them, for it is not true. All that the great council has agreed to pay me is what I tell you. They pay it out of their own money, and do not take any of yours to pay it back again for twelve years.

I have heard what the superintendent said to you when he paid you your provisions last month, and when he tried to get you to say that some government officers have been concerned with me in attending to your business. I am glad you told him the truth, for it is always best to tell the truth. You know very well that I had a quarrel with Major Bruce on your account, and that he got mad with me because I agreed to be your friend. He had used your money and was afraid that I would find him out, which you know I did do, and the great council paid you the money back again.

The commissioners and the superintendent hate me because I have been your friend, and they do not want me to be paid anything for what I have done for you for more than seven years. I expect they will try to get you to sign a paper telling your Great Father that you do not want me paid; but if they ask you to do so, I hope you will not sign it, nor anything of the sort. If you have to sign any more papers about it, I want you to wait till I come. If it is necessary for you to sign any more papers about it, I will come to see you, and then I can hear what the superintendent has to say.

The commissioners told the Great Council that *Osh-kosh* and *many others* of the tribe of the Menomonies were "*intemperate and demoralized in their habits and condition,*" and charged me with trying to cheat you. You know that I have not told you that I would do anything that I did not, and that if it had not been for me you would have been sent to Crow-Wing, and would not have got any more money; and you know that I have never cheated or deceived you, but that I have always been your friend ever since you first came to see me and asked me to be your friend.

I intend to be your friend still, and do not intend to stop until I get you all that I think you are entitled to. You told me all about how that last treaty was made, and it is as easy to fight against that as it was to set aside Colonel Melvill's (Medill's) treaty. The committee of the Great Council thought you ought to have more than $600,000; but that treaty only gives you $242,686, $92,686 of which was put on by the Senate after the treaty was signed; all of which you know. I think you will get the difference yet, and I intend to try and get it for you. But you must not sign any more papers stating you do not want me paid; for if you do, I must stop, and then you cannot find anybody else that will work for you. People cannot work and spend their money for nothing.

The Commissioner and superintendent want to keep me from getting my money that you promised me, so that you may not have anybody but them to see to your interests.

But the Great Council by agreeing to pay me have said that I may be your friend if I choose; and I will *be*, unless you sign some paper saying I shall *not be.*

If you want me not to be your friend any longer, and will say so, I will stop; but I shall not believe that you do until I hear from you.

I shall come up and see you this summer, any how, and shall tell you all I know about your business, and what I am going to do for you hereafter; and I shall tell the superintendent when I am going, so that he may be there and hear what I have to say; for I am not afraid to talk to you before him and tell you all I want to say. I hope you will not sign any more papers about the business I have done, or about paying me, till I come or till you hear from me again, unless it is a paper that you want me paid what the Great Council has agreed to pay me.

The Great Council are friendly to the Menomonies, and will see that justice is done them; and your great father, the President, is also your friend, and will do so too. He does not know how you have been treated, for he has so much else to do that he has not time to examine it. When he does know, he will not let you be imposed on, for he is an honest man. A great many things are told you that he does not know of; if he did he would not let it be told you. You will recollect what you asked me two or three years ago, about getting you some land for all of your people that had been in war for the United States. I told you then that I would try and get it for you; but the present Secretary of the Interior decided that Indians could not have it, and I had to stop. You remember, also, that when Carron asked me about it in the Council last fall, I told him that I would do all that I could to get the Great Council to let Indian soldiers have land just as white soldiers. The Great Council have done so now, and have passed a law saying that Indian soldiers shall have land too. Now I can get your land for all of you that have been soldiers for the United States. You can get 160 acres each, and it will be worth a good deal of money to you. What I want you to do is, not to have anybody try to get this land for you till I come to see you; for if you employ anybody else to do it, they will charge you for it, and I will get the land for you and not charge you anything, because I promised you several years ago that I would.

When I make a promise I always stand to it, and I hope you do, too.

I send this to Osh-kosh, at Shawnee, as he lives near there and will get it. He can have it read to all the chiefs, and they can then know what is in it, and then Osh-kosh can keep it.

Your friend,

R. W. THOMPSON.

Correct. J. B. HUTT.

This is a true copy of the original.

JOHN WILEY.

WASHINGTON CITY, *March* 7, 1855.

[3]

MENOMONIE PAY-GROUND, *April* 17, 1855.

We, the undersigned, chiefs and headmen of the Menomonie tribe of Indians, do hereby express our sincere views to our Great Father with regard to the papers we signed on the 8th day of April, at the house of Mr. Elias Murray. Said papers were said to be sent by Mr. Thompson for us to sign. We hereby confess that we did not understand what we signed. We were pushed to it by evil counsel; therefore we hereby counteract what we did at said council, and wish said papers to be considered no more than blanks. We wish to do justice to all; but we wish to understand what we do, so as to avoid advantage being taken of us. Said council was held in the absence of the superintendent and agent.

Carron,	his x mark.	Osh-Kosh,	his x mark.
Pequakenaugh,	his x mark.	Lamote,	his x mark.
Keskena,	his x mark.	Waketshaw,	his x mark.
Shencapenash,	his x mark.	Showanee,	his x mark.
Komanegan,	his x mark.	Oshkenine,	his x mark.
Shapwatake,	his x mark.	Makalabenosh,	his x mark.
Ahkenebon,	his x mark.	Maketabenash,	his x mark.
Washasha,	his x mark.	Shoneon,	his x mark.
Yako,	his x mark.	Ahoshshen,	his x mark.
Whiskeno,	his x mark,	Wabenasbeam,	his x mark.
Mamekene, .	his x mark.	Metawapetashien,	his x mark.
Wobamesha,	his x mark.		

The chiefs on the left side did not sign Thompson's papers to the President of the United States.

Signed in full council, in my presence, on this the 17th day of April, 1855, at the Menomonie Pay-Ground.

J. B. HUTT, *Special Agent*
For the Indian Department to the Menomonie Indians.

In the presence of—
JOHN WILEY,
JOSEPH GOTIER, *interpreter.*
IGNATIUS CORTNER.

No. XVIII.

MENOMONIE RESERVATION,
Wolf River, Wisconsin, April 9, 1855.

DEAR SIR: We have just received the printed laws of the late Congress, giving bounty lands to Indians as well as white soldiers for serving in war, and also the law authorizing you to receive a part of the money we owe you at the treasury of the United States. We are very happy to hear this news, and have presumed to express our thanks and gratitude to Congress and our great father, the President, for these acts of justice.

We desire you to present our communication to the President, and we hope he will condescend to notice our poor letter and approve the contents.

We all present you our unabated confidence and esteem.

Respectfully subscribed,

Osh-Kosh,	his x mark.
Namotte,	his x mark.
Soulenie,	his x mark.
Wau-keecheou,	his x mark.
Osh-kee-he-na-niew,	his x mark.
Ah-kee-ne-bo-wee,	his x mark.
Wah-tah-sah,	his x mark.
Nah-nah-hay-tock, sr.,	his x mark.
Nah-nah-hay-tock, jr.,	his x mark.
Copagascegay,	his x mark.

Witnesses present:

WM. JOHNSTON, *interpreter*.
MITCHEL WHITE,
RICHARD PRITCHET,
WILLIAM POWELL, *acting interpreter*.

To our friend and attorney, RICHARD W. THOMPSON.

No. XIX.

WASHINGTON, *May* 12, 1855.

SIR: I thank you for the permission to examine the papers handed me by you yesterday, which were recently sent to your office from the Department of the Interior, and which have reference to my business now before you. I desire to say a few words in relation to them.

Of the contents of the paper dated April 9, 1855, (not April 8,) wherein the chiefs of the Menomonie Indians request that I be paid the money appropriated for me by Congress, I had no knowledge until I arrived in this city on Wednesday last. I did not see it until Thursday, when a copy of it was handed me by the gentleman who represented my interest in my absence, and who, having received it while I was out of the city, considered it his duty to place it on file. I had no idea that such a paper had existence until I was informed of it by telegraph while at home, when I hurried here immediately. I had no personal agency whatever in getting it executed. I never directed any body to have it executed. I never had any knowledge or suspicion that it was contemplated to execute such a paper. And to this I pledge my personal honor.

I did not consider such a paper necessary, as my rights arise upon the face of the act of Congress. Nothing done subsequently thereto can affect them. After you were kind enough, some weeks ago, to intimate to me that you did not regard the *subsequent* consent of the Indians as being required by the law, I should have been treating

you uncourteously to have procured such a paper. And I deem it necessary to say what I have in relation to it, that I may place myself right with you, for I have too much respect for you, and I hope also for myself, to be guilty of an act of the slightest discourtesy toward you, either personally or officially.

From the moment I heard of the existence of the paper, I considered it and treated it as of no sort of moment at all, so far as it bore upon any question arising out of the law passed in my favor, and for reasons which must be manifest. The law must be executed without the concurrence of the Indians. They have no power to enlarge or narrow its terms. It must be interpreted by known and established rules which they cannot alter. If it is a law at all, it is so without their consent; if it is not a law, their consent cannot make it so. If Congress had the power to direct its own money to be paid me by the Secretary of the Treasury, then the direction is obligatory upon the Secretary, whatever the Indians may do or say; and that is the only part of the law that concerns me. The remainder may involve a question hereafter between the government and the Indians about the deduction of the payment out of the annuities, but I have nothing to do with that; if I had, Congress has made the direction in my favor, and there is no constitutional power in the executive department to review the justness and propriety of that direction. If there were, the question cannot arise so as to impair my rights, as it is between the United States and the Indians. If the government has no power to take the Indian annuities to reimburse the payment to me, the effect would be that payment to me is provided for out of the public money in the Treasury; and I apprehend nobody can doubt the power of Congress to appropriate that for whatever purpose it pleases, with the consent of the President, which, in my case, has been obtained by his approval of the act.

But if this paper were necessary to the payment to me, I should have little difficulty in concluding that it expresses the honest desire of the Indians, of whose integrity I have not had and have not now the slightest doubt. I am as well satisfied that they desire this money paid me, as I am of any other thing about which my opinion is fixed; I *know* it as well as I can know anything which is not evidenced to me through one of the senses. And I not only believe, but know quite as well, that, fairly and honestly dealt with, there is not sufficient power or influence anywhere to induce them to disavow their obligations to me, or to repudiate their indebtedness.

I have not been informed how or under what circumstances this paper of the 9th April was obtained or executed. It came here from the Indian country addressed, as I understand, to me, and was placed before you in the manner already indicated. Accompanying it, there also came a private letter from the Indians to me, which I file herewith, that you may see how they have there spoken to me of the paper. This was evidently intended as a private letter to me, but, under existing circumstances, I beg leave to have it placed on file with the other papers. It goes far to show that the paper of the 9th April was the *voluntary* act of the chiefs who were then present, and you will see that *it was written in reply* to a former letter of mine to

the Indians. I have a conviction, as fixed in my mind as any other that possesses it, that the paper of the 17th April does *not* express the real wishes of the Indians, if it shall be interpreted to mean that they do not desire me to be paid. In obtaining this paper, it seems to me they have been imposed on in some way. To my mind it is perfectly apparent that they have not fully understood the contents of the paper, and that, at the time they made it, they must have been told that the paper of the 9th April contained what it does not contain. The man who acted as interpreter is an Indian, and can scarcely speak the English language, if at all. He is the blacksmith of the tribe, I think, and I would be almost willing to pledge myself that he could not, if the paper were now handed to him, read one word of it. I do not assert this, but, if I recollect the man rightly, do not doubt the correctness of my impression. If the truth were fully known, I doubt not it would appear that the Indians were told that the paper of the 9th April gave away their present annuities to their *traders*, with whom there has been a studious effort falsely to connect me; and that *in that way*, and that only, were they induced to sign this last paper. There was no white man present who professed to have seen or read the paper of the 9th, therefore they could give no correct information of the contents. Who was this "*special* agent?" where was the regular agent? where was the government interpreter? why pass these by and get a "*special* agent" to do this business? But, however obtained, the effect of this paper is only to repudiate that of the 9th April, and to leave the case just where it stood without it, which is just where I consider it as standing. The fact is—if it were necessary for me to make the argument—that these two last papers, taken together, furnish the strongest presumptive evidence that the *Indians desire me to be paid according to the act of Congress*. They had that act before them, and knew its contents; and if they had not designed that it should be executed, and I paid according to its terms, they would have said so in this last paper. Why should the superintendent, without any authority of law, send a "special agent" to the Indian country to obtain a repudiation of a paper which the Indians thought proper to send the President through me, and about my business? What motive prompted him, but the motive to get it repudiated and to prevent me from being paid? And why? Can anybody imagine any other reason for this than a wish even to defeat an act of Congress, to gratify personal hostility to me? And so strong is this feeling, that he has been unable to conceal it in his letter of the 24th April to the Commissioner. Speaking of the paper of the 17th, he says, it is "a memorial of the chiefs, revoking *any* document of Thompson's," &c. Now the paper of the 17th does no such thing. It does not revoke a single paper of mine, nor one that I ever had anything to do with. It only asks that the paper of the 17th may be "considered no more than blank." Well, suppose it be so considered, how are my rights impaired? Do not *all* my papers, upon which I base my claim, still stand unrevoked? Does not the act of Congress remain to be enforced?

Now, when it is perfectly apparent that the superintendent sent his "*special* agent" there especially to get a repudiation of my debt and

to *defeat the will of Congress*—when it is equally apparent that no higher feeling than that of personal hatred to me prompted the effort, is it not a conclusive inference that this paper of the 17th would have been made to repudiate *both me and my whole claim*, if the Indians could have been forced or persuaded to do so? If they had intended to say that they did not desire me paid, they would have said so in this paper, and the writer of it would have been rejoiced at the opportunity of putting it down in the strongest and most emphatic terms. And if they did not desire it to be so written, wherefore the necessity of the paper? It *must* have been that they were told something like what I have already said in order to obtain it—such as that I was to be paid out of the *present* annuities, or that the traders were to be paid, or something of that sort. It must have been extorted from them in this way.

It is unpleasant to me to draw such inferences, but I cannot help it. These efforts to injure and harass me by officers of the Indian department have been so frequent and oppressive, that there is no virtue in longer submission. As an American citizen I have rights which have been recognised by Congress, and I should be derelict of duty to myself if I stood unresistingly by and submitted to an infraction of them, which I cannot fail to see is prompted by personal unkindness to me. But I will not pursue this matter. I speak truly and sincerely when I say that I have too much respect for you to annoy you with these matters, and would not have done so at all had I not been driven to it by existing circumstances.

As some apology for what I have here said, let me point out to you a specimen of the kind of treatment with which I have had to contend. The superintendent, in his letter to the Commissioner, says of the paper of the 9th April, "*all the headmen*, and most all others, have signed it." Now, if you will look at the paper, you will find it signed by twenty-two Indians, one having signed it twice. I know and am personally acquainted with every chief and headman in the nation, and know that they are *twenty-one* in number: their names are signed to the memorial in my favor of 4th October, 1854, which was before Congress. Of these twenty-one chiefs and headmen, *only eleven* have signed this paper of the 17th April, which the superintendent has said was signed by "*all* the headmen," &c. And just one-half of those who have signed it are not chiefs and headmen at all!

The superintendent has communicated a letter from me to the chiefs, dated March 7, 1855. I have not compared it throughout with the copy retained by me, but, so far as I had opportunity to inspect it while in your office, it appeared to me to be a correct copy. If it is a correct copy, there is nothing in it that I desire to qualify or to change. I presumed it would be seen by the superintendent, and wrote it, therefore, with a full understanding of what I was saying. Its chiefs objects were to inform the Indians of what had been done by Congress about my compensation and their bounty lands for military services. The latter of which I had, some years ago, promised to obtain for them without compensation; whatever else was said was incidental to these subjects, and I am content to leave it without explanation.

Pardon the length of this communication. I have written i hastily, or I might have made it shorter.

I have the honor to be, very respectfully, your obedient servant,

R. W. THOMPSON.

Hon. C. CUSHING,
Attorney General.

No. XX.

WASHINGTON, *May* 18, 1855.

SIR: On the 15th March last I addressed a letter to the Secretary of the Treasury, in which I proposed that if it should be deemed necessary to obtain again the consent of the Indians to the payment of the money appropriated to me by Congress, he should select and send to the Indian country some man in whose integrity and fairness he had the fullest confidence, who should, under his instructions, ascertain from the Indians whether or no it is their wish that the money should be paid me. I refrained from sending that letter only because the case had then been submitted to you, and I considered it improper to make the communication until it had been disposed of by you. Having now learned from yourself that you would not so regard it, and that it would be agreeable to you that the proposition should be made to the President through you, I now most respectfully do so, under the fullest conviction that it is the wish and purpose of the President, Secretary of the Treasury, and yourself, to see that the act of Congress is executed fairly and impartially. If such a special agent is selected, and shall be instructed to see that no improper influence is brought to bear upon the Indians, either by the officers of the Indian department or myself, to prevent them from expressing their wishes fully and freely, there can be no just and reasonable complaint of the result.

You will pardon me for suggesting that it appears sufficiently, from the proceedings of Congress, that the reason why *exclusive jurisdiction* over all matters, subsequent to the passage of the law, was given to the *Secretary of the Treasury*, consisted in the fact that the Commissioner of Indian Affairs had pre-judged the case and reported it to Congress as one that ought not to be entertained. Congress differing with him, turned it over to the *Secretary of the Treasury*, and required him to execute the law by the payment of the money. I do not mean to reflect upon the personal integrity of the Commissioner or of the superintendent, but their past conduct towards me compels me to suppose that they are both unwilling that I should be paid. With this conviction upon my mind, I beg leave to express the hope that the person selected shall not be connected with the Indian department, but that he shall be wholly disinterested and impartial between that department and myself. Such a man, standing as an impartial arbiter between the superintendent and me, hearing and seeing all that may be said and done by both of us, and experiencing the same desire that

is entertained by the President, Secretary of the Treasury, and yourself, to ascertain the truth of the case and fairly to execute the law, will be enabled to make such a report as will place the whole matter beyond cavil or dispute.

I have the honor to be, most respectfully, your obedient servant,

R. W. THOMPSON.

Hon. C. CUSHING,
Attorney General.

No. XXI.

ATTORNEY GENERAL'S OFFICE,
May 21, 1855.

SIR: Your communication of the 14th of March last calls for my opinion as to the legal effect of a provision of the act of the 3d of the same month, making appropriations for the civil and diplomatic expenses of the government for the next fiscal year, which provision is in the following words:

"SEC. 27. *And be it further enacted,* That, in accordance with the memorial of the Menomonie Indians to the President and Congress, dated the fourth of October, eighteen hundred and fifty-four, and executed in general council of the nation, the Secretary of the Treasury pay to Richard W. Thompson, out of any money in the treasury not otherwise appropriated, one-half of the amount stipulated in said memorial, and in an agreement of said Indians with said Thompson, dated the fifteenth of February, eighteen hundred and fifty-one, for his services as attorney for said Indians in the prosecution of a claim in their behalf for additional compensation for lands ceded by them to the United States by the treaty of eighteen hundred and forty-eight, and that the sum so paid be deducted from the annuities, when due and payable, that are to be paid to the said Indians under the treaty of the twelfth of May, eighteen hundred and fifty-four, and the amendments thereto."

This law refers to a series of matters of fact, in regard to which important papers have been coming to my hands from time to time since the receipt of your communication, and they have served to keep the inquiry open longer than it would otherwise have remained; but a letter of Mr. Thompson of the 18th instant, mentioned hereafter more particularly, induces me to think it reasonable now to transmit to you my conclusions on the subject.

In order to have present all the elements of the questions to be determined, it is necessary to give a brief history of the whole transaction from the beginning to this day.

The Menomonie Indians, residing in the State of Wisconsin, by the treaty of October 18, 1848, ceded to the United States all their lands in that State for an agreed price, and for the counter cession, among other things, of a country *set apart* for them west of the river Mississippi. *(IX Stat. at Large, p. 953.)*

These Indians afterwards became discontented with the terms of the treaty: first, by reason of their unwillingness to leave the State of Wisconsin, and, secondly, because of an opinion existing that the quantity of land relinquished by them had been underestimated at the time, and that therefore they had not been adequately compensated by the government.

Negotiations ensued which resulted in the State of Wisconsin giving its consent that the Menomonies should remain therein; and in a supplemental treaty being duly concluded, under date of May 12, 1854, by which certain lands in the State of Wisconsin were assigned them, in lieu of those west of the Mississippi, assigned to them in 1848, and it was agreed to pay to them an additional sum of money, as follows:

"ARTICLE 4. In consideration of the difference in extent between the lands hereby ceded to the United States, and the lands given in exchange, and for and in consideration of the provisions hereinbefore recited, and of the relinquishment by said tribe of all claims set up by or for them, for the difference in quantity of lands supposed by them to have been ceded in the treaty of eighteenth of October, eighteen hundred and forty-eight, and what was actually ceded, the United States agree to pay said tribe the sum of two hundred and forty-two thousand six hundred and eighty-six dollars, in fifteen annual instalments, commencing with the year 1867; each instalment to be paid out and expended under the direction of the President of the United States, and for such objects, uses, and purposes as he shall judge necessary and proper for their wants, improvements, and civilization.

At an early date in these negotiations, namely, the 9th of September, 1850, a deputation of the Menomonie Indians, then at Washington, by instrument under seal, constituted the Hon. Richard W. Thompson the attorney of themselves and of their tribe to prosecute their claim to be further compensated for the lands ceded by them to the United States. This power of attorney was executed in the office of the Commissioner of Indian Affairs, and attested by the acting commissioner.

Subsequently, on the 10th of February, 1851, the chiefs, headmen, and warriors of the Menomonies, in council assembled, ratified and confirmed the power of attorney previously given to Mr. Thompson by the deputation, and this act of comfirmation was duly certified by the local sub-agent of the United States.

On the 15th of the same February, the chiefs, headmen, and warriors of the Menomonies, in council assembled, entered into articles of agreement with Mr. Thompson to the effect that, if the negotiator succeeded, he should receive in full compensation for his services one-third part of whatever additional sum might be allowed these Indians by the United States, but nothing if the claim should not be allowed. This agreement was also duly authenticated by the proper sub-agent of the United States.

I observe, in passing, that the appointment by an Indian nation of an attorney to transact their business with the United States does not seem to comport with the policy of the government. Its inconveniences are strongly set forth in the instructions of the Secretary of

Ir. Marcy] of the 1st of October, 1846, addressed to the Com-
er of Indian Affairs. (Regulations of the Indian Office, p. 74.)
ıile those instructions discountenance and condemn the act,
em to admit that it may lawfully be done, subject, as in the
all other acts of the Indians, to the approbation of the govern-
(Ibid., p. 75.)
al cases occur in which successive Attorneys General have re-
d powers of attorney of Indians; but these appear to have
ses of the attorneyship of individual Indians.—(Mr. Gilpin's
, March 26th, 1840; Mr. Mason's opinion, May 20th, 1845;
ucey's opinion, August 7th, 1848.)
he present is the case of a nation. It seems to have been with
ntenance, or at least knowledge of the government; but if not,
estion is disposed of by the act of Congress.
rovision having been inserted in the treaty of May 12th, 1854,
payment to Mr. Thompson, he made application to the
onies on the subject; in consequence of which, on the 4th of
, 1854, a writing was executed purporting to be signed by the
nd headmen of the Menomonies, in council assembled, in and
h the signataries ratified and confirmed the acts of the 10th and
h of February, 1851; recited the services performed by Mr.
son in the premises; and, in consideration thereof, requested
sident and the Congress of the United States to pay to Mr.
son one-third part of the new allowance secured by the late
to be charged to and deducted from the same. That paper is
norial of the act of Congress.
e facts and documents being represented to Congress by Mr.
son in due form, constituted the foundation and the inducement
provision of law under consideration, which provides for the
ıt to Mr. Thompson of one-half of the sum agreed between
ıd the Menomonies, the same to be paid out of the treasury
lucted from the annuities payable to those Indians when the
ıall become due and payable according to treaty. Now it is
to see that, in the face of it, this provision is perfectly intelli-
ıd explicit; and whether it be expedient or not for the United
o make a payment to the Indians or their attorney and ap-
ten or twenty years in advance, is a thing within the constitu-
power of Congress, and which in this case has passed into a
h the assent of the President. Of course it only remains for
executive officers of the government, first to consider in good
hat the law commands, and then to consider whether there be
ıny legal impediment to its due execution pursuant to what-
all prove to be its true legal intendment.
apparent purpose of the act is, instead of paying to Mr. Thomp-
one-third part of the sum due the Menomonies by the 4th
of the treaty of 1854 in fifteen yearly instalments, commencing
67, as claimed by him under his agreement with these Indians,
to him out of the treasury now, and in advance, one-sixth of
m, to be charged in mature time against the annuities in such
ıd rate of deduction as the government shall then determine.
Thompson has filed with the papers in the case a document, in

which he declares that he will accept the provision made by Congress in full of his claim on the Menomonies; and for that, as well as for other reasons, the execution of the act of Congress will constitute a final settlement of the transaction as between him and those Indians.

On the face of the act, then, it does not appear that there is any legal question requiring to be solved.

But, *dehors* the act, there is a very serious question, which is not one of mere law, but addresses itself to the high executive discretion of the President of the United States.

The various Indian nations within the boundaries of the United States are the subjects, some of them of the State in which they may happen to be, others of the United States. In some of the old thirteen States, as in Massachusetts, such as remain of the aboriginal lords of the soil are indubitably the subjects of the particular State, not of the United States. Most of the surviving Indians, however, are the subjects of the United States.

We allow to them such institutions of subordinate government as we may conceive that their interests and ours, and the dictates of natural justice may require; we make with them so-called treaties, which, however, in no sort recognise or suppose their independence of us, any more than a compact between the government and a citizen supposes the independence of the latter; and we, in effect, govern them under such limitations of power only as the constitution prescribes to the legislative, executive, and judicial departments of the federal government. In common parlance, they are the wards of the United States, and the President is their Great Father.

It follows, of course, as an administrative axiom, that no external contracts of theirs are executable save with the approbation and assent, express or implied, of the government.

If, by any act having due form, they appoint a sum of money to be paid to an individual citizen of the United States, that appointment, when made by the Indian nation, will be ratified and respected by the government or not, according as it shall appear to have been made fairly, and for good consideration, and without duress or covin as against the Indians. (See opinion of June 13, 1853.) It is executable or voidable, at will, by the government.

In the present case, the appointment of the Menomonies (if it was their appointment) has been ratified and confirmed by the government in the ample form of an act of Congress.

But was it their appointment, or rather, if there be question as to that, is it now a matter open to investigation?

It appears, by sundry documents in the case, that, anterior to the passage of the act of Congress, the Commissioner of Indian Affairs entertained serious doubt as to the fairness of the transaction on the part of Mr. Thompson, as to the value of his services, and as to the technical validity and *bona fides* of the alleged appointment by the Menomonies.

All questions of this class would, in my judgment, be closed up by the act of Congress, but for a very notable and singular fact in the history of the act itself, which is this:

It is incontrovertibly proved, by the records and files of Congress,

that the provision under review originated in the Senate as an amendment to the House bill; that it stood thereon as amendment No. 136; that, in the House, the amendment was adopted with an amendment in these words: "*Provided*, That the same be paid with the consent of the Menomonies;" and that the amendment to the amendment was concurred in by the Senate.

Thus indubitably, in point of fact, it was the will of Congress that the question of making this payment should now, as a preliminary step, be submitted anew to the consideration of the Menomonies. But this proviso failed, by reason of mistake or inadvertence, to be engrossed; it is no part of the great roll, as the same is on the files of the Department of State, and of course it is not in the official impression of the statutes.

This fact becomes of consequence because of the consideration that, since the passage of the law, the Commissioner of Indian Affairs, in just and commendable regard for the welfare of the Menomonies, and in zeal to protect their interests, has revived the question whether the act of appointment of October was in truth a duly executed act of those Indians; and the apparent consequence of the fact is augmented by the consideration that Mr. Thompson has filed with me a paper, dated April 9, 1855, purporting to be the confirmation by the Menomonies of that appointment, and the Commissioner of Indian Affairs has filed another paper, dated April 17, 1855, purporting to be the recall of that confirmation by the Menomonies.

Now, it is of course the duty of the President, by the constitution, to take care that the laws be faithfully executed, and to execute them promptly, or at least in the due season contemplated by their tenor.

But if it be proveable by the record that an act as it stands on the roll approved by the President is not the act really passed by Congress—is not their actual will, but a different thing, or even the very contrary of that will—is it the law? Suppose, in the hurry and confusion of the last hours of a session, during which most of its business is done, the appropriation for the salary of the President should by proveable error be carried out twenty-five (hundred) thousand dollars instead of twenty-five thousand dollars, and the error should, as any such error may, escape the flagging attention of committees, clerks, and secretaries, at the end of a twenty-four hours' watch at the Capitol, ought the President, in such case, to claim and draw that rate of salary? In the acts of the last session are several cases of erroneous duplication of specific appropriations; is the duplication to be treated as law?

Without discussing the subject in all its length and breadth, or undertaking now to determine the very nice question whether he, whose duty it is to construe or to execute the law, may substitute for what is written the recorded proof of what was intended, or, in the light of such proof, decide that what is written is not law,—I think this can be safely affirmed, that where the law as it stands written is manifest error, the President may suspend the execution of it until he shall have opportunity to consult Congress on the subject, as he did in the case of the law of the first session of the last Congress for the relief of the legal *representatives of Samuel* Prioleau, deceased, (Session

Acts, pr. p. 69,) which, on its erroneousness being suggested to Congress at its next session by message of the President, (Ex. Doc. H. Rep. 33d Cong. 2d sess. No. 11,) was repealed, (Session Acts, pr. p. 121). By still greater reason if the error do not go to the length of taking away all vitality from the act—if, for instance, the error consist only in the omission of an executable proviso or condition—I think he well may, and should, suspend the execution of the law until that condition be supplied or performed. If, for instance, in deciding to pay Mr. Thompson, Congress had by proviso required him to execute a release as a condition of the payment, the President might well have supplied the condition, as, indeed, has already been done here in just construction of the intention of the act of Congress.

In like manner he well may, and it seems to me should now, in effect, require that the last proviso be regarded by submitting the question of this payment to the consent of the Menomonies, as Congress actually designed. He may do it for the instruction of his own conscience on the question of fact; he may do it in admissible construction of the act as it stands; he may do it in the sense of true respect for the constitution, and for the undoubted will of Congress.

If there were any room for hesitation in my own mind as to this conclusion, it would only be because of its involving a question of private right.

Happily this question is saved in the present case; for on the 18th instant, with honorable appreciation of what is just, Mr. Thompson addressed to me a communication, in which he fully assents to the adoption of this course by the government.

I therefore advise that you appoint a trustworthy agent, who, in the presence of the United States agent for the Menomonies and Mr. Thompson, shall take suitable steps to ascertain whether the Menomonies do or do not now consent to the payment of this money according to the letter of the act of Congress.

I have the honor to be, very respectfully,

C. CUSHING.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

No. XXII.

TREASURY DEPARTMENT,
June 26, 1855.

SIR: Enclosed you will receive a copy of the 27th section of the act of March, 1855, entitled "An act making appropriations for the civil and diplomatic expenses of the government for the year ending 30th June, 1856, and for other purposes." The said section provides that the Secretary of the Treasury shall pay to Richard W. Thompson a certain sum of money therein described, and to be charged to and deducted from the annuities when they hereafter become due to the

:ribe of Indians by virtue of the treaty made with said
he 12th May, 1854. You will also receive a copy of a
ıde by G. R. Herrick, clerk to the Committee of Finance
e, giving the congressional history of the said 27th sec-
this statement it appears that the 27th section was
ı and adopted by the Senate as an amendment to the civil
tic appropriation bill as it was passed by the House of
ves; that the House of Representatives, upon the return
vith this and other amendments made by the Senate,
amendment in question by adding thereto the following
rovided, That the same be paid with the consent of the
;" that the Senate disagreed to this amendment of the
amendment of the bill, and that the disagreement being
ɔmmittee of conference as item 136, the said committee
:t recommending that the Senate do concur in the amend-
House of Representatives to the 9th, 14th, 136th, and 143d
to the amendments of the Senate. And lastly, that this
g been adopted by the Senate, the result was, that the
:hed by the House of Representatives to the amendment
and parcel of the provision for the payment of the said
hat nevertheless the said proviso was in some way omitted
from the bill, and is not to be found therein, as the same
and signed, or as the same was published.

'urther receive a copy of an opinion of the Attorney Gen-
.t my request, touching the effect of the omission in the
ɜ words referred to, from which you will perceive that he
:o be within the competency of the President to take such
under his own authority in the execution of the section, as
been obligatory upon him if the said words had been
:orporated in and published as part of the section and act,
recommends that the President should exercise his au-
ıis regard accordingly. Concurring in the opinion and
ɜ Attorney General, the President has directed me to
hat he has selected you as the agent of the government
whether the consent of the Menomonie Indians will or
ıven to the payment of the said money out of their annui-
r to arise.

purpose you will attend the general meeting of the said
be held at Wolf river, about ——, for the purpose of
ɜir present annuities. You will allow Mr. Thompson to be
ɪerson or by attorney, and the agent of the tribe to attend
ɔf the United States; and you will take care that the pro-
fairly conducted, that the subject is fully understood by
, and that no improper means are used to bias or control
ıination.

proper for you to report the names of all the Indians who
ty to act for the tribe; the names of those of such Indians
ıd the council, and their respective voices, whether assent-
senting from such payment.

ıpensation will be $8 per day, to commence from the day
ıve *Kalamazoo to enter* upon the duties of this agency,

(with travelling allowance to and from, by the nearest route, at 10 cents per mile,) and to determine on the next day after the determination of the Indians shall be pronounced.

Very respectfully,

JAMES GUTHRIE,
Secretary of the Treasury.

Hon. LEMUEL CLARKE,
Kalamazoo, Michigan.

No. XXIII.

KALAMAZOO, *October* 1, 1855.

SIR: In obedience to your communication, dated the 26th of June last, advising me that the President had selected me as the agent of the government to ascertain whether the consent of the Menomonie Indians "will or will not be given to the payment of the claim of Richard W. Thompson against the said Indians for professional services out of their annuities hereafter to arise," I left home the 27th of August, having been previously advised by the superintendent (Dr. Huebschmann) that the payment would take place on the 7th of September, and, in company with him, I arrived on the pay-ground at Keshena, on the Wolf river, Wisconsin, the 5th ultimo of September. Mr. Thompson arrived the following day.

I immediately took measures to have the Indians assembled in council on the 7th, taking due care that the proceedings should be fairly conducted, and that no improper means were used to bias or control the determination of the Indians on either side in the matter.

On the opening of the council, I stated to them that I had them convened for the purpose of ascertaining whether or not they would consent to the payment of Richard W. Thompson's claim, which I explained freely to them; also, before proceeding to the consideration of the matter, I desired to know whether all the Indians, who were authorized to act for the tribe in such cases, were present; in reply to which, I was informed they were.

Mr. Thompson then proceeded with his statement and argument in behalf of his claim. After hearing him through, and Dr. Huebschmann in behalf of the government, I then cautioned the Indians against permitting any one to talk with them in reference to the matter, and that if any did so, to report their names to me.

The council wishing time to consult, it was adjourned until the next morning.

On its assembling in the morning of the 8th, agreeably to said adjournment, I was informed by their chief that they could not agree, and asking for further time; it was accordingly again adjourned over until Monday the 10th, at which time the accompanying paper, marked "A," was signed by all the chiefs and headmen of the tribe. The decision being unanimous, I did not deem it advisable to spend time in taking the signatures of all the young men of the tribe; by

id paper it will be seen that the tribe refuse to allow Mr. Thomp-
n's claim.

The paper marked "B" contains the names of all the Indians who
ve authority to act for the tribe; with a few exceptions, they were
present in council. The accompanying papers, marked "C" and
D," have been handed me with the request that I would forward
m to the department with my report.

Truly yours,

LEMUEL CLARKE.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

B.

KESHENA, *September* 10, 1855.

R: In compliance with your request, I have the honor to furnish
a list of all the Menomonies who are entitled and authorized to
on the question of authorizing the payment of the claim of R. W.
mpson. On the 10th of May last, a rule was adopted by the Me-
nonies in council, and a memorial was signed by all the chiefs and
the young men present, to the effect that, in all questions con-
ing their annuities, the young men should have authority to act
ally with the chiefs. The said rule is the only one in force which,
istinct terms, defines who has authority to act, and the list is
le out accordingly.

'ery respectfully, your obedient servant,

BENJAMIN HUNKINS,
U. S. Indian Agent.

Hon. LEMUEL CLARKE.

Ayama-tah.
Carron (Glaude.)
Ko-mon-e-kin.
Show-poy-tuck.
O-ken-o-po-wet.
Kotch-kan-na-nino.
Hay-taw-say.
Shaw-wau-nah-no-nien.
Wau-po-chick.
Kah Roach.
Wis-ke-no-sha.
Way-now-ke-saien.
Nat-to-ka-shick.
Nau-wa-we.
We-shaw-guet.
Wau-pe-kin-niesh.
O-shaw-wou-na-mah-kin.
Way-pon-no.
Me-shaw-nah-guet.
O-kay-man-saur.
Ky-an-no-mik.
Match-o-man-o-mew.
Kay-to-tah.
Pevare.
Louie.
Osh-ke-she-quom.
Sha-ga-to-ke.
Ke-shew-a-en-yau-tau.
Metch-e-kin.
O-tan-push.
Wah-pau-ash-kum.
Nan-mean-shit.
Pa-shitsh.
Maitch-kin-naen.
May-kake.
Wah-pah-shaw.
Way-sho-kan.
Wau-pin-e-moh-kien.

Mah-to-quoa-sha.
Kay-way-niew.
Pay-ah-way-shah.
Wah-nah-kah-qua-net.
Nomin.
Shy-aw-po-kaw.
Nah-kou.
Bean-bek.
Shaw-wa-no-ma-taen.
Sha-wa-no-ke-shick.
Ke-she-we-au-tau.
Wah-pun-nau-nah.
Yom-marve.
Wah-nau-mah-guet.
Pe-quan-kau-nah.
Nau-kan-chis-ka.
Show-stot, or Kay-nay.
Taw-tou-na-waew.
Chay-ko-pa-wa-chin.
Wah-no-not.
Oho-pa-shah.
Wah-ke-che-nah-pan.
Ono-kee.
Was-quan-nan-nien.
May-oh-wisko.
May-tah-qum-nah.
Mach-o-man-o-ma-nein.
May-chi-wis-kan.
Yan-wan-san-bou.
Re-quach-e-nin-min.
O-kitch-e-won-no.
O-shon-won-na-ma-kien.
An-pa-tan-non-na-queh.
O-shon-nom-no kein.
Mah-wish.
May-nah-pun-ah-pain.
Oha-pa-shah-sa.
Match-a-kin-nieno.
Ah-she-ke-nank.
No-shan-quot.
Nan-wah-quash-kum.
Wish-a-kup-pain.
Kay-shay-wah-to-shah.
Che-aw-na-quot.
Mat-tan-nu-nas.
Me-nah-nah-quan.
Kan-ko-main.
Pry-atch-ko-wet.
Nah-watch-ein.
Sha-kotch.
Ah-pah-ne-shah.
Ma-nosh.
Shan-nah-nah-pe-nassien.
Muk-ka-ta-pe-nassien.
May-wet-ta-noh.
Kah-kerp.
Muk-ka-ta-wah-quet.
Nah-to-kah-kaen.
Me-shah-nah-waen.
Pe-tah-nah-quet.
Enah-mah-kieno.
Ma-wa-shah.
Wiske-no.
Nan-wah-quash-kum.
O-she-win.
Nan-nos-sien.
Py-atch-ke-wet.
Wah-ka-tah-kum-ma-ko.
Che-che-quam-kien.
Kay-kan-na-ka-net.
May-an-ka-sick.
Ke-nah-wah-na-wet.
Tan-mah-mah-kum-a-ko.
Ke-she-na.
Pyan-wash-shay.
O-kay-man-pe-nas-sien.
A-tan-way-key-shek.
Py-an-way-sha, jr.
Mah-wah-un.
Wa-pen-nah-mah-kien.
Py-an-way-sha.
Ko-pe-o.
We-ke-nosh-o-kay-non.
Muk-ka-ta-we-koshain.
Ka-nay-wah-nah-net.
Omec-teh.
Wy-tah-kon-wet.
Kay-qua-tosh, sr.
Kay-qua-tosh, jr.
Wy-ah-way-nay.
Kay-she-ah-ko-tah.
Wah-pah-she-pun.
Wy-tah-kay-wet.
A-tah-min-a-ha-waien.
O-shan-wah-kaen.
Pe-chish.
To-ma-we.
We-chan-ne-qua-han.
She-kay-paen.
Man-kon-nan-sain.
May-on-wa-ka-shick.
Wy-an-pin-eh-kat.

Meshen.
O-mah-josh.
May-an-kay-shick.
Mach-kah-kah.
Ya-ka-shaen.
Not-top-taw.
O-ka-tack.
Wiskeno.
Wa-pin-nosh.
Shon-pon-ago.
Nah-pone.
Nah-junese.
We-sho.
She-she-quon-maeno.
Way-an-way-nay, jr.
Wah-po-chi-kien.
Antoim.
San-sho.
Shom-en.
O-po-a-gun.
Wap-pay-tuck.
Enoh-mah-ke-weih-a-waive.
Pa-chay-shaw.
O-ha-pa-cha, sr.
Kyan-no-mak.
May-kish.
Ne-ah-nosh-a-ko.
Ke-she-mowe.
O-kay-mowe.
Wah-pe-tah-cheah.
Shaw-wah-queh.
Taw-pa-nat-cha-ket.
O-shaw-non-wa-mak-kiew.
Tako.
Naturn-mau-pain.
Squi-au-pon.
Pa-po-na-min.
Watch-o-k-mowe.
O-ho-pa-chau, jr.
Koeh-kat-a-pau.
Kau-chis-kau.
Kay-kouch.
Naeh-a-cau-pah-way.
Nah-pau-toh.
Wah-nosh.
Mik-kin-nau-nieno.
Wagh-kau.
Wa-an-nay-not, sr.
Neh-a-wap-a-ma.
Watch-o-kay-mowe.
Kay-nam.
Kay-ah-ke-shu-kop.
Ah-shay-ko-pah.
Ko-kosh.
Oehu-ka-chien.
O-ke-chu-wonno.
Ko-katch-a-kaiss.
Muk-a-tash-a-pa-shin-in.
To-ke-ne-ko.
Pau-wau-no.
Ka-na-mau-ne-kin.
Pa-shaw.
O-pe-noa-nem.
Ah-na-mon-na-quet.
O-shaw-no-kian.
Osh-kosh.
Pete-tum.
Sak-a-toke.
Nah-mah-pen.
Ah-cha-tan-wan-pa-cha-kien.
O-kay-mau-kay-shiet.
Oh-quan-shein.
O-shan-wan-kien.
Nah-noch-ke-shin.
To-ko-nai.
Nah-ke-wah-me.
O-kay-man-shah.
Mam-me-ah-to-may.
Sho-nim.
Mash-shah-no-waen.
Ah-kona-ma.
Osh-ke-ha-na-nien.
Nah-pah-taen.
Kan-shay-kau-shay-kien.
Wau-poose.
Kau-we-sot.
Ah-pash-a-min.
Ke-ske-nock-ke-horn.
Kau-we-kit.
Wau-pe-ke-nam.
Kay-an-shay-kaen.
Wash-pe-quo-nass.
Amable (cheveleer.)
No-she-kum.
Man-no-me-tah.
Nan-kon-wish-kaw-warn.
Pan-no.
Mo-nee-fee-ah-nah-wa.
Osh-ke-ha-na-nien, 2d.
Shan-pan-she-kaen.
Osh-ka-pa-wash.

O-shaw-wa-no.
Kotch-kah-no-naen.
Pe-tah-wah-nah-quit.
Shonnon-nien.
Wah-ha-ma-passien.
Shu-ne-on.
Nah-kah-wa-nah-quit.
Matche-sua-pan-ma.
Me-pah-way-nin-nien.
An-shin.
Wah-kin-e-nah-kan.
Ketch-e-nah-kan.
Ke-saich-a-pay.
Ke-she-an-ko-tano.
Ah-ko-che-wa.
Mah-kina-e-tas.
Quan-wish.
O-san-kien.
Kosh-ke-na-mah-kino.
May-ah-ka-naiw.
Won-ah-ko.
Wah-pr-chuk.
Watch-oh-pay-tow.
Shaw-peny-tock.
We-she.
Wah-pay-kin-nien.
Kay-may-wun.
Kaw-kaw-kay-sah.
Kay-shah-wah-ko-sha.
O-ho-pay-shah.
Po-way-quon-nain.
Match-e-ah-noh-quit.
Ah-con-ne-may.
Mo-sha-hot.
A-nah-nah-shawe.
An-a-mah-kiew.
Wah-pin-nan-nien.
Mo-shose.
O-shaw-nok-kien.
O-kay-mah-wah-pay-shaew.
Kot-tu-pos-lien.
Wan-ke-chou.
Nan-noh-ha-toke, sr.
Mach-moh-moh-teh-ton.
Wah-shi-hon.
Nau-noh-ha-toke, jr.
Nau-kon-nash-shain.
Wop-o-nosh-sha.
Me-tak-way-pe-sha.
Moh-man-na-wawe.
Mok-quan.
Kan-pas-kom-mo.
Kush-kun-nan-kan-hom.
Wah-nam-ke-shan.
Pah-moh-pe-may.
Cay-sha-show.
Kay-sha-na-ho-shu.
Moo-mir.
Wah-ho-no-shain.
Ah-way-sha-shah.
Wah-may-ke-na-met,
Warch-a-ka-nain.
Wah-nan-kay-sain.
Pe-te-tum.
Sha-pah-kay-shiek.
Wan-kawe.
Kay-sheek-ah-pa-tah.
Wan-pun-no.
Shag-a-toke.
Oche-pa-cosh.
Kah-pa-ash-shain.
Samote
Joseph Samote.
Man-wan-ke-net.
A-yaur-tah.
Pe-quo-chi-nin-nem.
Shan-won-ne-ke-chiek.
Shaw-ga-nian-shote.
Man-kan-toh-pa-noss.
Ben-Rubber.
Py-atch-ke-wet.
Pierre.
Ah-yah-sha-tach-ka.
Jaw-shein.
Michaell.
Pashito.
Pah-poh-co-waen.
Pau-nan-sau-lon.
Ray-nash-rum.
Pay-roch-a-kaw.
Nah-poh-tah.
Pe-ship-a-rowe, jr.
Nah-no-kaiw.
Wan-per-kin-nun.

C.

FALLS OF WOLF RIVER,
September 8, 1855.

DEAR SIR: At the close of the council held with the Indians on esterday, it was announced by you, at the express request of the uperintendent, that no body should speak to them or attempt to influence their decision; and they were requested to report the names f such persons as violated that order to you, if there should be any uch, that you might report them to the President. This was to rocure, as you stated to them, their fair and unbiased decision. From that time I have not spoken to a single chief on any subject, or to any member of the tribe in reference to my business. My igh appreciation of your disinterested and honorable bearing, if ther considerations were not sufficient, forbid that I should violate our order.

But I regret to be compelled to call your attention to the fact, that he superintendent has violated this order, made at his own request. He has directly and improperly, and in violation also of the purposes nd wishes of the President and Secretary of the Treasury, brought he power and authority of his office, which necessarily gives him greater influence over the Indians than any private citizen can ossibly obtain, to bear oppressively upon my rights as a citizen, by ecretely counselling and advising them not to consent to my being aid. I learn that he has pursued this object since yesterday, in arious private modes; but this morning about noon, his conduct became so flagrant as to attract the attention of all upon the ground.

You saw the council of the chiefs which he assembled then, without notice either to you or me, and have doubtless heard something of what passed there. I learn from gentlemen who, being attracted by the assembling of the chiefs, went to the place, that he told them, n substance, they must take his advice, as he was their friend; that he was then ready to advise them; that if they did not pay my claim, I had my remedy against the government; that the President and the Attorney General were good lawers, and if the Indians did not pay me, I had my remedy to apply to them; that the sum allowed me was too much, and it should be left to good lawyers to decide how much I should have; and that he was a doctor, and knew how much men should charge.

Being informed of this council soon after it met, I hurried there, and as the superintendent saw me approach, he immediately ceased allusion to my business, and commenced talking about some claim against the Indians for hay, thus showing that his purpose was to exercise unduly the influence of his position over the Indians, and without detection by you or me. You will recollect that I met you in the immediate vicinity of this council, as you came up. You asked me what was going on, and I told you I had heard that the superintendent was counselling the Indians against my claim. You said to me that I had a right to hear what was said on that subject; but I replied that *the superintendent* had changed the subject, upon

my reaching there, and that it was always unpleasant for me to have a collision with government officers. I had not then learned the extent of what he had said to the Indians, or I should have pursued a different course.

I have not a particle of doubt but that this council, thus secretely and unfairly held, led to the indecision of the Indians in the council yesterday; for you will observe that the ideas which those who spoke endeavored to express, corresponded with the suggestions of the superintendent, about leaving it to lawyers, taking his advice, &c.

I also learn that, since the council of to-day, the superintendent has had several of the chiefs in the private apartments of the house where he is staying, and that by the aid of a private interpreter there has had a conversation with them. I have no personal knowledge of this, of course; but this is the information that has reached me in such a way that I cannot doubt it. Nor can I doubt, either, that he is continuing this course at every possible opportunity, and with characteristic perseverance.

I desire to call your attention to these things in this form of protest against them. From your own disinterestedness, already so strikingly exhibited, there would scarcely be excited in your mind a suspicion that the immense influence of the government was thus used to oppress a private citizen, and strip him of his legal rights.

But your attention being called to them in this form, I hope you will permit me to request that you shall take such steps as your own prudence may suggest, to ascertain to what extent this interference has been carried; and that when you have thus ascertained, the facts may constitute a part of your report to the Secretary of the Treasury. You will see at once that this is due to me.

At the council at noon to-day, the superintendent spoke to the Indians through the government interpreter, who will doubtless, if called on by you, furnish, in writing if desired, a statement of what he said. May I request that you will obtain this, as it would perhaps be considered improper for him to furnish me such a statement were I to request it?

A little inquiry will enable you to ascertain who was the interpreter at the private interview in the house this afternoon.

I protest, as it is my right to do, against the whole conduct of the superintendent. It is in violation of both the letter and spirit of the instructions of the Secretary of the Treasury. The language of his instructions is this: "And *the agent of the tribe* to attend on the part of the United States," &c. Not a word is said about the right of the *superintendent* to interfere. And if there were, it never could have entered into the purpose of the Secretary that he should have used such reasons as these, or any other, to *urge or persuade them not to pay*. This would have been exercising the power of the government oppressively, and the high character of the Secretary forbids the suspicion that he could entertain such a motive.

His instructions are: "You will take care that the proceedings are fairly conducted," and "that *no improper means are used to bias or control their determination.*" Are not these means resorted to by the superintendent "improper?" Are they not used to "bias or control" the determination of the Indians, when it is perfectly ap-

rent that, if left alone, every chief, or nearly every one, would con-
it, without hesitation, to the payment of the money? The purpose
pay me has been so constantly and firmly fixed in the minds of
se Indians, for several years, that by the influence of persuasion
l threats he has only been enabled, thus far, to create *indecision*
on the subject. And this he has chiefly done by telling the *young*
n of the tribe that it is *their* money I am seeking to obtain, and
t that of the chiefs, and thus inducing them to threaten and intimi-
te the chiefs. You have seen to-day how strongly these chiefs retain
eir sense of justice towards me in their refusal to repudiate my debt,
twithstanding these influences. Their head chief, speaking for the
tion, declared that all I had said yesterday in relation to my em-
oyment and services, and their promises to me, was true. And it
this consciousness on the part of the chiefs that has prevented the
perintendent from accomplishing his purposes. But if his extraor-
nary exertions are persisted in, he may obtain such a result as he
eks, by exciting in the minds of the chiefs not only the fear of him
a government officer, but the fear of *personal injury* from their
oung men. You and I know that the President and Secretary are
th too just and honorable men to desire such a result obtained by
ch means, or that they can give the slightest countenance to their
nployment to produce it.

Allow me to suggest in relation to the names and "respective
oices" of the Indians, to be reported by you, that the instructions
the Secretary are confined to those who act for the tribe. When he
peaks of the Indians who may attend the council, he says: "The
ames of those of such Indians, &c., and their respective voices,"
c. The word "*such*" here qualifies the character of the Indians,
hose names and votes are to be reported. They are such of those
aving authority to act for the tribe as may attend the council. The
overnment has never transacted *national* business with the Indian
ribes in any other way than with those of the chiefs who have authority
o act. The Indian tribes are *nations*, in view of the constitution.
lthough dependent, in some respect, arising out of the neces-
ity which compels them to yield to our irresistible power, they are
ndependent in others. They are the latter in alienating their titles,
nd in transacting their national business with the government.
This is always done by the chiefs and headmen alone, as is indicated
y the signing of treaties made with them, and their receipts for the
money of the nation, even under the *per capita* law. And, therefore,
the instructions of the Secretary are worded as we find them.

I have the honor to be, very respectfully, your obedient servant,

R. W. THOMPSON.

Hon. S. CLARK.

D.

NORTHERN SUPERINTENDENCY,
Milwaukie, September 17, 1855.

SIR: From a paper filed with you, by R. W. Thompson, I perceive
he finds fault with my conduct during the proceedings in relation to

his claim of $40,000 against the Monomonies. It is not to be wondered at, that Mr. Thompson feels disappointed and grieved by the fortune which he already believed to be within his grasp having escaped from him, and that I receive a considerable share of the blame. Some of his statements are, however, entirely erroneous, and his objections to my conduct seem to have sprung from the idea that I would or ought to act the part of a mere looker on, which was a mistaken one; as it certainly was, in this case, as in every other, my duty to guard the Indians against imposition.

When you, at my request, charged the Indians at the adjournment of the council, on the 7th instant, not to be influenced by *outsiders*, I did not consider myself precluded from giving advice to the Indians, and connecting the various rumors and lies put in circulation by the allies of Mr. Thompson. I would have been faithless to the trust put in my hands by the government if I had refused to counsel and advise the Indians at the time when they needed it most. Knowing from experience that the advocates among the traders of Mr. Thompson's claim were perfectly unscrupulous as to the means used to influence the Indians, I watched them as closely as I could.

Of the many attempts made to persuade and to intimidate the Indians I will only mention a few.

Archibald Caldwell went in the night succeeding the 7th to the house of Carron (three miles from the pay-ground) and tried to pursuade him to consent to the payment of Thompson's claim, and of *his own;* and threatened that if they did not consent they would, through the influence of Thompson and of the traders, within a few years be removed to the Mississippi. Mr. George W. Ewing went during the same night with Mr. Powell, late United States interpreter to Shawne-ow, and offered him one hundred dollars if he would use his influence to obtain the consent of his people to Thompson's claim.

On the morning of the 8th, Augustin Grignon, who is of about the same age of Osh-kosh and Show-no-naien, and familiar with them from their boyhood, used the same threat of the removal to the Mississippi, and succeeded in frightening these two old chiefs. I sent for them and demonstrated to them the absurdity of the threat. On the same forenoon, about eleven o'clock, in passing up the street between the houses and trading shanties, I found Osh-kosh and several other of the chiefs sitting on a pile of lumber. The Indians were very slow in collecting for the council. I urged them to meet and to speak freely to each other in relation to the claim of Thompson.

I advised them that they should scrutinize and examine it like any other claim which was brought before them at the councils preceding the payments. I reminded Osh-kosh of what he had said to me when I visited them the first time: "They were like a small boy who had got a piece of bread, and the claimants like a large boy who was attempting to take away the bread from the small boy. He hoped I would step between, and say to the large boy, you must not take away the bread from the small boy."

I explained to them that there was a mode prescribed by the regulations of the Indian department by which claims against the Indian tribes were brought before that department for examination, and that,

mant was not satisfied with the decision of the Commissioner
Affairs, he might appeal to the Secretary of the Interior and
esident; that they were good lawyers, and well capable of
f what services performed by a lawyer were worth. I was
sion a physician, and a good judge of what medical services
th, but not so much of the services of lawyers. I spoke of
s of hay set up against them, not to change the subject of
ion, as Mr. Thompson's informant believed, but to illustrate
iety of their examining as carefully Thompson's claim as
e in the habit of doing with the claims of other men. This
substance of my short passing-by conversation with those

conscious that my course during those proceedings, which
the unanimous rejection by the Indians of Thompson's claim,
ely in accordance with the intentions of the President and
tary of the Treasury, in submitting this claim to the Menom-
their decision. The Indians would not have decided it with-
; "controlled by improper means," if I had refused to counsel
se them, in relation to the threats and lies circulated indus-
by almost every trader on the ground, who are on the list of
s against them.
ence is made to the appendix to the last annual report of the
ioner of Indian Affairs.)
reat of their removal to the Mississippi was used by all these
o frighten the Indians; and, as the same lies were told by
persons, it seems they originated from some one person who
ing these movements.
ompson is entirely mistaken in supposing that I excited the
en against the chiefs. The young men were already very
cited, and watching the chiefs with a jealous eye, when I ar-
the ground. I appeased them by referring them to the reso-
d memorial which the chiefs had unanimously signed on the
May last, conceding to the young men an equal voice with
es in all questions in relation to the granting to any claim-
r annuities, or any part of them.
rrangement had been made at the time to allay the excite-
ong the young men against the chiefs, who had a short time
signed a paper in favor of paying Thompson some eighty
l dollars, and must appear the more proper, as integrity and
nce are found as much or more among the young than among
litary chiefs of the tribe.
omplaint—"the immense influence of the government was
d to oppress a private citizen and strip him of his legal
—must appear simply ridiculous, when it is known that almost
der on the ground, and every Menomonie half-breed, though
them had been opposed to Thompson's claim until lately,
rking as hard as they could to prevail upon the Indians to
o its payment, while I had come to the pay-ground with only
g man as guard to the money, and had no influence to bring
pon the Indians except that of my own person.
ave transacted the business of these Indians in such a manner

as to have gained their confidence in a high degree, I p
result will not be deprecated by any persons except thc
terests are in opposition to the improvement and welf
Indians.

Very respectfully, your most obedient servant,
FRANCIS HUEBSCHMAN
Supe

Hon. SAMUEL CLARK,
Kalamazoo, Michigan.

A.

At a council held at Keshena, on the 7th day of Septe
by the directions of the special agent of the government
pose of ascertaining whether the consent of the Menom
will or will not be given to the payment of the money
by Congress to Richard W. Thompson, by the act of 3d
at which council R. W. Thompson was present in person
Huebschmann, superintendent, on the part of the United

After the purpose for which they had been assembled
the commissioner, Samuel Clark, and after hearing Mr.
behalf of his claim, and Dr. Huebschmann in reply to h

We, the undersigned, chiefs, headmen, and warriors c
monie nation of Indians, having authority to act, after c
ourselves, have determined that we will not give our c
payment of the money appropriated by Congress to
Thompson, by said act of March 3d, 1855.

And we hereby request the special agent of the go
communicate this our decision to the Secretary of the Tr
United States.

Osh-kosh,	his x mark.	Ny-tan-sah,	
A-yam-e-tah,	his x mark.	Whon-py-tuck,	
Shon-won-nino,	his x mark.	A-ke-na-pan-waien,	
Sho-ne-on,	his x mark.	Ma-nia-ke-roet,	
Wan-ke-cheon,	his x mark.	Py-ah-we-sah,	
Corvon,	his x mark.	Wah-cha-ka-naien,	
Ke-she-na,	his x mark.	Mo-sha-hot,	
Shun-wa-ne-pe-nasse,	his x mark.	Nah-hom,	
Osh-ke-na-nin,	his x mark.	Che-che-qua-no-wa,	
Wiskeno,	his x mark.	Ma-tah-wah-pa-cha,	
Wa-pa-na-nosh,	his x mark.	Muh-ke-tah-pe-nash,	
Wa-ha-mor-sam,	his x mark.	Ky-an-ah-mach.	
Ah-wa-sha-sha,	his x mark.	Ah-kou-a-na,	
Pe-quah-ka-nah,	his x mark.	Kow-wis-sat,	
Samothe,	his x mark.	Ah-yaw-she,	
Nah-non-ha-toke,	his x mark.	O-ka-man-pe-nassien,	
Muk-ka-tah-pa-nassien,	his x mark.	Pe-she-pe-kou,	
Ko-ma-ne-rin,	his x mark.	Non-naien,	

in presence of the following witnesses, this 10th day of Sep-
855.

SAMUEL CLARK.
A. R. ANDERSON.
JOHN WILEY.
CHAS. A. GRIGNON, *interpreter.*
BENJ. HUNKINS, *Indian agent.*
S. WEDETOFLY.
SYNETHERY WETZELL.
S. BOGK.

No. XXIV.

TERRE HAUTE, *October* 4, 1855.

have just learned from Hon. S. Clark that he forwarded on
nstant his report in relation to my business with the Menom-
ians.

no knowledge, whatever, of its contents, but know, of course,
racter of the paper signed by the Indians, which accompa-

paper was obtained by unfair means, practised by the superin-
of which I have abundant evidence in my possession.

s I am necessarily detained at home, I must request that no
n reference to it be had until I reach Washington; I hope to
during the next week.

e the honor to be your obedient servant,

R. W. THOMPSON.

J. GUTHRIE,
Secretary of the Treasury.

No. XXV.

TREASURY DEPARTMENT, *October* 29, 1855.

You will recollect that soon after the passage of the act en-
"An act making appropriations for the civil and diplomatic
s of the government for the year ending the thirtieth of June,
n hundred and fifty-six, and for other purposes," approved 3d
1855, it was represented that the 27th section, which is in the
g words:

t in accordance with the memorial of the Menomonie Indians
President and Congress, dated the fourth of October, eighteen
l and fifty-four, and executed in general council of the nation,
retary of the Treasury pay to Richard W. Thompson, out of
ney in the treasury not otherwise appropriated, one-half of
unt stipulated in said memorial, and in an agreement of said

Indians with said Thompson, dated the fifteenth of Februa
teen hundred and fifty-one, for his services as attorney for said
in the prosecution of a claim in their behalf for additional c
tion for lands ceded by them to the United States by the
eighteen hundred and forty-eight, and that the sum so pa
ducted from the annuities, when due and payable, that are t
to the said Indians, under the treaty of the twelfth of May,
hundred and fifty-four, and the amendments thereto,"—
was amended in the progress of the bill through Congres
insertion of the words "provided the same be paid with
sent of the Menomonies;" that both houses concurred in
amendment, but that, in some way or other, the amendn
not engrossed with the bill, nor printed as part of the act;
upon full inquiry and examination, such representations ap
you to be sustained by the facts.

And you will also recollect that, considering the force an
the terms of the said section, the respect due to the intenti
two houses of Congress, contained in the proviso adopt
amendment to the bill, but not incorporated in the act, and
thority and duty towards the Menomonies, under the 3d arti
treaty of the 2d August, 1854, you came to the conclusion
and ascertain the sense of the Menomonies upon the quest
said payment.

For this purpose, on the 26th June, 1855, the Hon. Sam
of Michigan, was appointed agent.

He was directed to proceed to the ground on the Wolf ri
for the meeting of the Indians, for the purpose of receiving
nuities, and he was instructed to allow Mr. Thompson to b
in person or by attorney, and the agent of the tribe to atte
part of the United States, and to take care that the proceed
fairly conducted, that the subject should be fully understo
Indians, and that no improper means should be used to bi
trol their determination. The agent was also instructed to
names of all Indians who have authority to act for the
names of such of those Indians who should be present at th
and the respective voices assenting to or dissenting from the
With this recapitulation of the particulars of the case, I
the honor to report that the agent, Mr. Clark, has perf
duty assigned to him. He attended the annual council of th
at the place designated, and has reported the dissent of t
to the payment in question, and transmitted a roll of those e
to act.

On the other hand, I have to report that Mr. Thompso
cepted to the said proceedings, on the grounds that an order
made giving the whole tribe equal authority with the chi
questions relating to the annuities, and that the superintend
Indians had improperly interfered by misrepresentations, t
intimidation.

With a view to any other action which you may deem the
quire, I submit a copy of the instructions to the agent, his

argument and evidence filed by Mr. Thompson, and documents numbered from 1 to 32 inclusive.

I am, with the highest respect,

JAMES GUTHRIE,
Secretary of the Treasury.

To the PRESIDENT OF THE UNITED STATES.

No. XXVI.

WASHINGTON, *October* 19, 1855.

SIR: I beg leave to call your special attention to the following facts:

In the first place, I hope you will examine the papers connected with my business now in your office, that you may understand the facts upon which the act of Congress for my relief was based, and that you may also see that I have a meritorious claim upon the Indians, independent of the act, for compensation for services actually and honestly rendered.

I did not wish to become their attorney, and only yielded to their persuasions to do so, upon the condition that the consent of the proper officers of the government should be given. That of the President, Secretary of the Interior, and Commissioner of Indian Affairs, was given, and by all of them I was recognised, for several years, as attorney for these Indians, as I was also by Congress, before whom their business was brought by a memorial signed by me as their attorney. My original power of attorney was executed and acknowledged in the Indian Office. Certified copies of my contracts were placed on file in that office. Everything connected with the business was done by me, and it is well known that my labors resulted in a report from the Committee on Indian Affairs in the Senate, that they were entitled to over $600,000, instead of what is allowed them by their late treaty. All these facts, with a full statement of the character of my services, were before Congress when the act was passed; and I desire to call your attention to them, that you may not suppose me to be engaged in the prosecution of an unjust and unfounded claim.

In my memorial to Congress I did not ask to be paid what the Indians had agreed, *of their own accord*, to pay me. All I asked was that Congress should determine what my services were worth, and that I should be paid accordingly. Congress, therefore, fixed the value of my services at the amount expressed in the law.

You will see the importance of these facts, when I come to notice what was recently said and done by the superintendent, Dr. Huebschmann, to obtain from the Indians the paper accompanying the report of the Hon. Samuel Clark.

In my several letters to the Attorney General, while my case was before him, I fully expressed my views in relation to the obligation imposed by the constitution upon the Executive to execute the law as it is. It would be asking too much of you, I know, to examine those

letters, yet I cannot refrain from expressing the hope that you may have leisure and inclination to do so. I have not seen the opinion of the Attorney General, but I apprehend there can be nothing in it in opposition to my general views. Excuse me for giving a brief summary of these views.

Congress directs that I shall be paid so much money *out of the treasury*, and requires you to pay it. That is the only part of the law that concerns me, or *that has relation to your duty*. The act of payment, therefore, on your part, is administrative merely. When that is done, the deduction of the sum paid out of the annuities of the Indians is a matter to be determined between the Indians and *Congress*—not between the Indians and the *Executive*. That question is to be settled *after* the payment to me, and cannot arise *before*. The Executive cannot raise it in behalf of the Indians, and thereby *defeat the will of Congress*, because that would deny to Congress the power to dispose of the money of the government by law, and would place the President in the attitude of having given his consent to the law while Congress was in session, and then withdrawing it after Congress had adjourned.

The government is said to be the *guardian* of the Indians, but this doctrine certainly does not extend so far as to make the *Executive* their guardian to protect them against the government. In my case the *government* has acted—both Congress and the President. Certainly the President can have no power under the constitution to *withdraw his assent* from this act of the government so as to lessen the obligation resting upon *you* to execute the law. There is no power conferred upon him of higher obligation than that which requires him to see that the *laws are executed*. They are not laws without his consent. That once given, the duty of execution commences, and the constitution confers upon him no power of suspension, except in cases where, *ex necessitate*, discretion may be exercised. If this power of suspension existed in the case of the payment of money to an individual, merely because of the character of the law, why may it not exist in any other case where Congress directs the performance of an *administrative* act? Take the case of a marshal executing the process of the federal courts; will it be insisted, for a moment, that the President can direct him to suspend the service of process in any case? If he can, he can suspend the execution of the law under which the process issued. How, then, can the President suspend this law for my relief, to which *he* and Congress both consented?

The proviso requiring the consent of the Indains is no part of the *law*. The President did not approve it, and that he did not *was no fault of mine*. By approving the law, without the proviso, he has given his *consent*, under the constitution, to the payment according to the law as it stands, and it appears to me that he cannot now, constitutionally, inquire beyond its terms.

If it is said that the power to do so, and to suspend a law for any purpose, is derived from the treaties with the Indians, I reply that the doctrine is a most alarming one indeed, that after Congress has passed an act in violation of a treaty, and the *President has approved it*, the President has yet the power to suspend the act because it

violates the treaty. The President may *veto* an act of Congress in violation of a treaty, but after he has consented to it he is bound to see it executed.

The President has no other participation in legislation than that given him by the power of the *veto*. By this he may defeat an act of legislation; but when he does not do so, but approves the act, and, by his consent, it becomes a *law*, it then becomes a rule that he cannot alter, but must execute. It is the expressed will of the nation, and it is not competent for him, while executing this will, to stop short of the end designed to inquire what provision of the constitution or what treaty has been violated; because, by his approval, he has consented that it shall stand as the legislature declared it. By the joint act of Congress and the President they have declared that there is no prohibition in the constitution or elsewhere against the law, and, therefore, the passage of the law is an agreement upon the part of Congress and the President that it shall be executed as they passed it. If the matter involved can thereafter become the subject of *judicial* inquiry, the *judiciary* may inquire how far the legislature and the Executive combined have violated the constitution. But this inquiry can never arise in cases where alone the public policy, the disposition of the public property, or the mere appropriation of money is concerned. There, no such interests are affected as can become the subject of judicial inquiry.

Entertaining these general views, I made several communications to the Attorney General, expressing them; but in a conversation had with that gentleman, on the 18th May last, he suggested that there were difficulties in his mind in reference to the effect of the *proviso* said to have been attached by Congress to the law. The result of that interview was a letter from me to him, of that date, wherein, without conceding the power of the President to suspend the execution of the law, but yielding merely to the necessity of my position, I made certain suggestions in reference to the mode of proceeding, "*if it should be deemed necessary* to obtain again the consent of the Indians," &c.

Upon the contingency that the Executive should deem it necessary to obtain this consent, I said: "If such a special agent is selected and shall be instructed to see that no improper influence is brought to bear upon the Indians, *either by the officers of the Indian department or myself*, to prevent them from expressing their wishes, fully and freely, there can be no just and reasonable complaint of the result." I suggested the *personal* hostility of the Commissioner of Indian Affairs, and the superintendent, towards me, as the reason why justice and good faith require that I should be protected against such influences as their unkind feelings towards me would tempt them to employ.

So far, then, as this letter implies any consent on my part to the adoption of this course, it must be considered as *conditional*,—first, upon the determination of the Executive, that the consent of the Indians was necessary; and, second, that if it should be so determined, I should be so protected against the personal hostility of the Commissioner and superintendent of Indian affairs.

I cannot but suppose that such was your own understanding of the

matter, for I find your instructions to Mr. Clark everything that I could have desired them to be. You say: "You will allow Mr. Thompson to be present, in person or by attorney, and the *agent of the tribe* to attend on the part of the United States, and you will take care that the proceedings are *fairly conducted;* that the subject is fully understood by the Indians, and that *no improper means are used to bias or control their determination.*"

You designate, distinctly, the officer who was to be present and "attend on the part of the United States." This was the "*agent of the tribe,*" who was doubtless selected by you, because he is more nearly and intimately connected with the Indians than any other officer, and from his position must know, more than any other, of their wishes and wants. But you will see, in the sequel, that this officer, although present, had nothing to do with the matter; that he said and did nothing "on the part of the United States," and that the *superintendent,* against whose interference I had respectfully protested, took the whole thing, in defiance of your instructions, into his own hands. Notwithstanding Congress had taken the settlement of my business away from the officers of the Indian department, upon the express ground of the *personal hostility* of the Commissioner and superintendent towards me; and notwithstanding you, in carrying out the design of Congress, had directed that the "*agent of the tribe,*" to whom there was no objection, should attend to the interests of the United States; yet, so strongly were the feelings of the superintendent enlisted against me, that he took the whole business out of the hands of the person designated by you, that he might be sure that no means calculated to produce injury to my interests were left unemployed. Mr. Clark's report shows that the *agent* did nothing.

Upon examining the report of Mr. Clark, I find he has only forwarded the result of the several councils of the Indians. I regret this, as a report from him of all that occurred would have saved me the trouble of much of the statement which I now think it necessary to my own interests that I should make, as well as necessary to a perfect understanding of the whole matter. I find no fault with Mr. Clark, however, for this, as I am perfectly satisfied of the sincerity and integrity of his motives.

On the 7th September, the first council with the Indians was held; this was on Friday. At this council, after Mr. Clark had stated the purpose and object of his visits, I made to the Indians a statement in reference to my employment by them in this city in 1850, the character of the services I had rendered to them since then, their several agreements with me, and what I then expected and desired them to do under the act of Congress and your instructions. In that statement I said to them that their great father, the President, had been informed that I had taken the advantage of them, and that I desired them to state distinctly whether I had or no, so that if there was one amongst them who had that idea, I might have the opportunity of having it fully explained in the presence of Mr. Clark.

At the close of my remarks, the superintendent made a speech to them, a copy of which I now enclose you. It was written down by me at the time, and the paper I now hand you was afterwards sub-

mitted to him in the presence of Mr. Clark, with the request from me that if incorrect he would correct it. You will observe upon the 4th, 6th, 7th, 8th, and 9th pages several erasures and interlineations, in pencil, made by him at the time, not affecting the substance. After these were made, he handed it back to me as a correct report of his speech. I must beg your particular attention to this, as it was the incipient step in the measures taken by him to defeat a fair expression of the wishes of the Indians.

Before I comment upon it, however, I must say that the superintendent had greatly the advantage of me in this discussion, if it could have been properly so called, from this fact: the chiefs were assembled before me and I was talking to them, never having supposed it possible that their authority to transact the business of the tribe had been destroyed, and that the young men and boys of the tribe, however reckless, dissolute, and abandoned, had equal voices with them. I apprehend such a thing was never heard of before, and that there is no like instance in the history of the government intercourse with the Indian tribes. I have no idea that it would have occurred here, but for my case, to which it was designed especially to apply, as you must yourself be satisfied when you come to understand all the facts.

The superintendent was familiar with the kind of game he was playing. If you will examine the paper containing the names of the Indians said now to be *authorized to act for the tribe*, which accompanies Mr. Clark's report, you will find that it contains an official certificate from the agent of the tribe, Mr. Hunkins, in which he states that, on the 10th of *May last*, "a rule was adopted by the Menomonies in council, and a memorial was signed by all the chiefs and all the young men present, to the effect that, in all questions concerning their annuities, the *young men shall have authority to act equally with the chiefs.*"

I hope you will observe the time at which this new rule of proceeding was adopted—this rule that broke down all the authority of those who had acted for the tribe from time immemorial, and destroyed its domestic government. You will see that it was made while my case was before the Attorney General, and just eight days before the interview between that gentleman and myself, that led to my letter of the 18th of May suggesting, conditionally, the appointment of a special agent. Those eight days furnished quite time enough for information of this new rule to reach this city before the 18th of September, as the pendency and delay of my business here, after the adjournment of Congress, had furnished sufficient time to send all the necessary instructions there. Can anybody suppose that I would have written that letter if I had known that the trap had been so cunningly and adroitly set? I made my contract with the chiefs, who have always done the business of the tribe with the government, even the alienation of title to land; and I had the uniform custom of the government, from its formation, to assure me that *it* would recognise nobody else but the chiefs as having authority to act for the tribe. Yet now it appears that there is something in *my* case that makes it an exception to this invariable custom, and that it is sought to make me *the first victim of a new rule* adopted by the government,

and concealed from me for that express purpose and no other; and this is done under the authority of a government based upon justice, and professing to act justly and fairly towards those who have dealings with it. But it is wrong to charge it upon the government or upon the Executive, for the President, the Attorney General, and yourself, must have been as ignorant of this new mode of transactting business with the Indians as I was myself. To say that you were not, would be to insinuate that you connived at the deception practised upon me—of which, I beg to assure you, I have not the slightest suspicion even. But you cannot fail to see, I think, that this new rule was made expressly for my case, and that I was deceived by it. I have no evidence of its origin, but it appears to me to be only another link in the chain of measures adopted and practised for several years, by the Indian department, to persecute and harass and assail me, and which are persevered in with a malignant vigilance that tires neither by day nor night. Of all this I should have no cause to complain to you, at least, if those who are thus engaged did not shelter themselves behind the barrier of official position. But you must see how unequal my contest with them is, when they are thus sheltered, and when I have nothing but my single arm to oppose their combined official power.

If you will examine the list of names upon the paper furnished Mr. Clark by the agent, you will find, if I have properly counted them, three hundred and forty Indians who are said to act for this little tribe of about two thousand at most. Yet if you will look at the late treaty made with these same Indians, only last year, by this same superintendent, you will find that it is executed by only twenty-one, and the amendments of the Senate agreed to by only twenty-five. And I venture to say that, if you examine the receipts to the agents for the annuity money paid them, you will not find more names than have signed the treaties; and such, in all probability, is the case, in the payment of last month, since this new rule was made. While in the Indian country I requested the agent to furnish me a list of the chiefs; and the paper enclosed, written in pencil, was by his directions furnished me by the interpreter. From this you will see that there are, in reality, but twenty-one recognised chiefs now living, and two others only whom the interpreter thinks should be recognised—making at most twenty-three. Yet my business is to be settled by the votes of three hundred and forty, while these twenty-three do all the other business of the nation. Is that fair? Does not your own sense of justice revolt at such things?

By examining the speech made to the Indians by the superintendent, you will find that, throughout, it seeks to make a *false* impression upon the minds of the Indians to my prejudice.

It seeks to convince them that there is no question of *honesty* involved in the execution of their agreement with me, so as to lay the foundation for an act of repudiation by them.

It misrepresents the treaty of 1854, by telling the Indians that the sum given them by it was in consideration of the *difference between lands in Minnesota and Wisconsin;* and that they merely "*gave up* all difference in the lands sold in 1848." If you will examine the

4th article of that treaty, you find the whole consideration stated; and then if you will look into the statements in my memorial to Congress, you will see how it was produced: every initiatory step towards it was taken by me, and the difference in the price of the lands ceded in 1848 was the basis of the whole consideration. The Senate committee said *that difference alone* was over $600,000; yet this superintendent now pretends that *this* does not enter into the consideration of this treaty, but that, in consideration of *something else*, the Indians merely *gave it up!* If the sum paid by this treaty was in consideration of the *difference between lands in Minnesota and Wisconsin*, then the *giving up* of the claim for the lands in the treaty of 1848 is without consideration, and the United States yet owe these Indians over $600,000. The pretext is too shallow to deceive anybody who understands the facts, and would scarcely have deceived the Indians even, if the statement had not been made under *official* authority and by an *officer* of the government. But that was the purpose for which it was designed, and to accomplish it the superintendent was willing to place the government in the attitude of having defrauded these Indians out of more than $600,000 in a treaty made by himself. According to his own story *now*, he puts himself and the government in this condition: that he caused these Indians to surrender 400,000 acres of land in Minnesota, and to *give up* over $600,000 for only $150,000, the sum in the original treaty as he made it. Now the fact is, that the Indians never expected, nor did I for them, to get anything more than a small or nominal difference at most between the lands in Minnesota and Wisconsin, and would have consented to exchange the former for the latter without difference, as the Indian Office always knew; yet this same superintendent went into their country in May, 1854, acting under instructions from the Commissioner of Indian Affairs, *refused me permission to go there and tell the Indians the condition of their business, and that the Senate committee had reported that they were entitled to over* $600,000, studiously *concealed the fact from them himself while he was making the treaty*, and now has so little sense of shame about him as to declare that he, *by these means*, induced these Indians to *give up* this whole claim for $150,000. Is it not high time that the government was putting a stop to this mode of dealing with the Indians by its own officers? If the authorities of the country do not do it, where is to be the remedy? If any *private individual* has the boldness to confront these officials and charge them with their wrong, and thus discover such facts as lead to redress, they pounce upon him, as they have done upon me, with almost the fury of wild beasts. But then sometimes, as if there were a providence in the thing, their own malignity misleads them, and in indulging it they entrap themselves, as has been the case with this superintendent in the matter referred to. He stands now, by his own admission, guilty of imposition upon the Indians; a fact which his own sense of personal honor would have prompted him to have kept forever concealed, but for the stronger and more ruling motive to injure me.

It misrepresents my contract made in 1850 with the Indians, by telling them that by it I had agreed to get them $600,000. There

is no such thing in it, it only being that I should get them whatever sum I could. The $600,000 he alludes to originated with the Senate committee *long after* my contract, and as the result of my labors. But this fact made no difference to the superintendent, for this misrepresentation was necessary as the foundation of another equally flagrant, which he made directly after, by telling them that my contract had "never been fulfilled," because I had not got them *that large amount*, and *he was not aware of any steps I had taken to get it.*" Need I comment upon such a statement as this any further than to say, that he *knew* I had no such contract as he described, and that I had spent *over four years* in attending to their business? This very man perfectly well understood, when he was making these statements, that the greatest difficulty he had in making the treaty of 1854 was in inducing the Indians to sign it *without consulting me*, and that the *head chief* did not sign it *for that reason*. And, notwithstanding he understood that this relationship between the Indians and me had grown up out of the fact of my having spent over four years, and the greater part of it here, in this city, in attending to their business, yet he did not hesitate to tell them, with all the authority which his official position gave him, that *I had taken no steps to fulfil my contract with them*. And this he did *in the face of the act of Congress*. It requires some boldness, to say the least of it, to do such things.

It misrepresents the action of the government in reference to my contract; for he well understood the importance of having the Indians understand that the *government* had repudiated my contract—to lay the foundation for *their* repudiation of it. This is what he said: "It is true *that contract has never been acknowledged to be valid by the government.* That is my understanding of the case, and that of the Indian Department." Here he speaks for himself and the Commissioner both, and directly in the face of the act of Congress misstates the fact. He was instructed to do it, of course, or he would scarcely have ventured thus to declare the opinion of the "Indian Department." But irrespective of what the law recognizes, my contract had been also recognized by the "Indian Department" itself several years before the present Commissioner came into office, and he found an officially certified copy of it on file there.

It misrepresents the true state of the case, and goes behind the law to do it, by telling the Indians that if they paid me the money it would be nothing but a *present*, when he knew the reverse, and knew that the act of Congress had determined the reverse.

Other misrepresentations I pass over as not important enough to justify the space sufficient to explain them, and come to a most important part of this speech. After insisting that I had done nothing—that my contract was not held valid by the government, and that I should not be paid, he says: "There may be some *old men* here who may not live to see the money under your late treaty due, *who may do it*, but they will *not* consult the interest of the tribe. But certainly the YOUNG MEN will consider well before they will pay so large an amount." There is some difference between the superintendent and myself about what he did say on this subject. My own understanding of it then and yet is, that he said what I have written here, and what

I put down at the time; but you will see by looking at the paper, that he has, with pencil, erased the words "*who may do it*," and "*not*," which I have underscored, and that he admits the remainder. You will see, however, that with these words erased, the sentence is not good sense and unmeaning. But, nevertheless, even as corrected, and taken together with the next, it can mean only an address to the *young men*, to show them that as the *old men* would not live to see the money under the late treaty due, it was *their* money, and the old men had no right to dispose of it! You will see and understand the force of this when you come to see the subsequent facts, as you would see if it were necessary, that the annuities under the late treaty were postponed till 1867—for *thirteen years*, for the very reason that this argument of the superintendent might be made available to defeat the payment to me! This was the first time I had ever heard of the *young men* in connexion with my business, or of their having any authority to act for the tribe. I could not tell what it meant at the time, nor subsequently, until I was informed of the new rule of proceeding adopted on the 10th of May. That explained the whole; but when I afterwards found it out, it was too late to remove the impression created by what the superintendent had said and done. I could only call the attention of Mr. Clark to the language of your instructions, and the invariable practice of the government, which I did in my letter of the 8th of September, which accompanies his report, and in which I *protested* against the whole conduct of the superintendent.

After the superintendent had laid his foundation, in the foregoing manner, he then, that his success might be sure, told the Indians that if they paid me, "*the government will not think it expedient to give you* (them) *any more money*"—that is, that if they ever expected to get anything more from the government, they must repudiate their debt to me! Is not this a most flagrant violation of *your* instruction, that the matter should be "*fairly conducted*," and that no "*improper means*" should be used to "bias or control their determination?" Was it not "improper," and did it not "bias and control their determination"—for this government officer, who speaks as *they* always understand the voice of their great father, the President—to tell them that the favor of the government *hereafter* depended upon their rejecting my claim and repudiating me? A more effectual mode could not have been adopted to accomplish this object; for whenever a superintendent speaks thus to a tribe of Indians *for* the government, whose officer he is, they understand it as a *demand* of submission upon their part. But was it not a *false pretence?*—for the subsequent allowance of money to these Indians had no more to do with their paying me, than it has to do with the war in the Crimea. It may have, and doubtless has, a good deal to do with the favor that may be hereafter extended to them by those who now govern the *Indian Bureau*, but I have yet to learn that that bureau constitutes the government, whatever may be the opinion of the commissioner and superintendent on the subject.

You will observe, that the closing remarks of the superintendent were made with the view of satisfying the Indians that *Congress ex-*

pected them to be directed and governed by him; whereas, neither Congress nor yourself had designed any such thing.

After these speeches were made, and before I yet had any conception of what the superintendent meant by talking to the *young men*, Mr. Clark, at *the request of the superintendent*, cautioned the Indians, as he says in his report, "against permitting *any one to talk with them*," *&c.* This was according to my own wishes, and most strictly did I conform to the order. It was intended by Mr. Clark to apply to *everybody*. He said to me the next day, when I informed him of the conduct of the superintendent in violating this order, that he had no right to speak to the Indians except in my hearing. Everybody else on the ground so understood it; and therefore, its violation by the superintendent became the subject of general remark. In answer to my letter of the 8th September to Mr. Clark, calling his attention specially to his conduct, the superintendent pretends that Mr. Clark's instruction was that the Indians should "not be influenced by *outsiders*," and that *he* was not precluded from talking to the Indians as much as he pleased. But Mr. Clark said no such thing; but said expressly the reverse, that they should not permit "*any one*" to talk with them. This pretence of the superintendent is an after-thought, resorted to only as a lame apology, after he was caught in an act which brought a blush of shame to his face when he was first detected. He had, by the order of Mr. Clark, no more right than anybody else to talk *privately* to these Indians, and by doing it, he was guilty of a wanton and unwarrantable interference of a violation of your instructions and Mr. Clark's order, and of official oppression and injustice towards me. He *admits* all this in his answer to my letter to Mr. Clark, which accompanies Mr. Clark's report.

He pretends that the traders and other persons there were the "unscrupulous" advocates of my being paid, and that "various rumors and lies were "put in circulation" by them. I will not discuss the question whether or no there was any body there more "unscrupulous" than he was, or half so much so, because he does not connect me with any of these "rumors and lies" or the men who told them, or even insinuate that they acted by my authority, which he, certainly, would have done, if he had seen anything in my conduct to justify even the *suspicion* of it. As he has not done so, I am not responsible for what they may have done or said, even if they did what is charged upon them. But if they did do these things, would not the true and fair and honest course, have been to have had the matter investigated and settled there, on the spot, while all the parties were present? I found fault with his conduct and made my complaint to Mr Clark, while we were all together, and with full specifications in writing. But *he* had then no complaint to make against any body, so that it could be met and refuted if unfounded, but has reserved his slanders upon men better than himself, until we are all apart, and then, to give a colorable excuse to his own conduct, has put his defamations upon the records of your department.

This attempt to connect me with the traders is not new; it has been attempted before, by both the Commissioner and superintendent, as you will see by referring to the last annual report of the former. I

then denied it and challenged the production of any proof of my having anything to do with the traders. I communicated my denial to the Secretary of the Interior in a letter, a printed copy of which is amongst the papers now in your department, and I now think it quite time that we should hear no more of this, until I am shown to have some connexion with these men.

But this resort of the superintendent is easily understood. He knows that in the Indian country, beyond the frontier, it is almost impossible to meet with persons other than those who have business with the Indians, and that if the reputation of these is destroyed at a blow, he may do what he pleases without fear of detection. Therefore his wholesale assault upon them.

Now, it may be possible that these men desired me paid. I suppose they did; for the most of them knew all about my connexion with the Indians, and the character of the services I had rendered. And they might have desired it for another and more selfish reason, that the Indians might not be also tempted to repudiate their debts. However this may have been, I do not believe that the accusations made against them by the superintendent are true; but if they are true, they had no authority from me so to act on my account. I defy any man to show that in any way, either directly or indirectly, by myself or any other person, I violated the instructions of Mr. Clark, in letter or spirit. If the superintendent could say as much, I should have been saved the trouble of making this tedious communication, and you the trouble of reading it.

Of the particular instances of interference on my behalf, which he names, I have no knowledge, and, therefore, can say nothing about them. I never heard of them before I saw them in this letter of the superintendent. But it seems to me that, if they had really existed, it would have been most proper, and most consistent with fair dealing, that they should have been made known *there*, while we were all upon the ground together. As that opportunity was permitted to pass I have the right to insist that they shall have no weight now; for the suppression of them until after we all separated covers them with suspicion. At all events, I deny, most emphatically, that I knew anything about them, that they were done by my authority, or that I am in any way responsible for them.

If the offer to pay one of the Indians for his services in using his influence had been made directly by me, I might justify it upon the ground that it was rendered necessary by the counter influence of the superintendent, in a most secret and under-hand manner. But it was not so made; nor do I know that it was made at all. And I might have found justification for it in another fact, which was that in one of the councils one of the chiefs, who endeavored to echo the sentiments of the superintendent, expressly stated that the clothes he then had on had been given to him as a *present by the superintendent!* Mr. Clark has in his possession a copy of the speeches made in council, which will show this fact, and the original report is in my possession. Why was a present of a suit of clothes made to this chief? I should scarcely have thought it necessary to refer to this, as I am not apt to suspect improper motives in others; but *now* it appears to me that it

likely had a meaning, and may have been designed to influence thi chief to follow the advice of the superintendent. But I am unwillin to make such an *accusation*, because I have no *evidence* of its truth and even my own interest shall not tempt me to ask that a mere su picion shall be dignified into proof.

He states that the Indians were told that unless they paid me the would be removed, by my influence, west of the Mississippi rive which it was well understood they dreaded more than anything els and to prevent which they had employed me originally. It was pu licly stated in one of the councils by a chief that he had heard thi and I then stated to the Indians that it was not true that I would a tempt any such thing; that nobody was authorized to say so to the and that they never should go there by any act of mine, whether th paid me or not; that if they were to act in bad faith towards me, would not do so towards them. The Indians were satisfied, and thought I should hear nothing more of it. But the superintende has seized upon it for an unfair purpose, in the face of my denial a satisfactory explanation. The motive in doing so must be apparent

Nobody understands better than he does the effect of this thre upon these Indians. When they first came to Washington, in 185 it was chiefly to prevent this removal, and this was the first thi done for them by me. The records of the Department of the Interi will show that, on the 7th of September, 1850, the Secretary address me a letter in response to a petition of the chief, which I had prepar and presented, wherein he informed me, that the President had po poned the time fixed by the treaty of 1848 for their removal. Tl postponement enabled me to initiate such steps with the then Comm sioner of Indian Affairs, as resulted in the selection for them of t tract of country where they now are. All this was done by me alo and it was very well understood by the superintendent, when he ma the treaty of 1854, that the Indians dreaded a removal from wh they are to the west of the Mississippi more than any other thi Therefore you will see the effect of a threat of this removal upon th at *that* time. The superintendent admits in his speech which acco panies this, that he refused me permission to go into the Indian co try, when that treaty was made; and I have now in my possessio letter from the gentleman who was then the *agent*, and whom I ne saw, which explains the reason to have been, that he might the m effectually use this threat of removal, as the means of getting th to sign the treaty, as he very well knew that, at that time, nothi else in the world could induce them to sign it without my advice. this letter the agent says, in reference to getting the consent of so of the principal chiefs, and the *head chief* particularly, that in act "*agreeably to his instructions*" he told them that their "*only alter tive was to sign the treaty or go beyond the Mississippi.*" I do not this letter, but it is subject to your inspection. It shows *how* t treaty of 1854 was made; that it was made by this *false* threat of moval, when there was not the slightest design on the part of government to remove them; when Congress had appropriated mo to remove them where they are, and when I had obtained the cons of the legislature of Wisconsin that they should remain there. T

at I had procured the Committee of Indian Affairs to report
ıe United States owed these Indians over $600,000 was concealed
ıem; I was refused permission to go into their country and tell
ıf it and explain the situation of their business; and when I
t present to contradict it, they were told that their "*only alter-*
was to sign the treaty or go beyond the Mississippi." Can any-
uppose that without this *false pretence* they would have signed
eaty? But I do not propose to argue that now, as it is not other-
nportant than to show that the traders of whom he speaks, if
of what he charges, (for he does not charge me with doing it,)
mployed the same threat that was employed by *him* to extort
hem the treaty of 1854. How frequently it happens that those
now themselves to be guilty of unfair practices are the first and
t in charging them upon others.

ır admitting that he violated the order of Mr. Clark, about
ng to the Indians, and perverting the language of Mr. Clark to
it, the superintendent, in his letter accompanying Mr. Clark's
, gives his own version of what he said to the Indians, when I
ıt present to hear it, and when I had no possible means of con-
ing it. He says: "I explained to them that there was a mode
ibed by the regulations of the *Indian Department* by which
against the Indian tribes were brought before *that department*
ımination, and that, if the claimant was not satisfied with the
ın of the *Commissioner of Indian Affairs*, he might appeal to the
ıry of the Interior and to the President—that they were good
rs and well qualified of judging of what services performed by a
r were worth." What had all this to do with the question then
the Indians? He well knew, by the terms of the law, that
ess had taken this whole business out of the hands of those who
ge Indian affairs and had placed it in yours. He knew also
n no possible contingency could the question of the amount of
ımpensation come before the Commissioner of Indian Affairs.
e knew also, that the commissioner had *prejudged* and denounced
l that that was the reason why Congress had taken it out of his
. And yet, with all this knowledge, he used the language I
quoted, holding out the idea to the Indians that I had a remedy,
e of the law, for a settlement of my claim. This was nothing
ıor less than an attempt to thwart the purposes of Congress, and
eat the law by creating false impressions upon the minds of the
ıs. And it was equally an attempt to resist *your* authority, and
; it out of your power to execute the law, by making the Indians
e that he could take the matter out of your hands and turn it
ıgain, in defiance of the law, to the Commissioner of Indian
s. I may well inquire whether such proceeding will be tolera-
' you? for they can certainly be viewed in no other light than as
pectful to your authority. If the superintendent could plead
ınce of the act of Congress and your instructions, he might be
ed; but he knew both, and sought to defeat the one by violating
her.

ıs far of what is shown by the admissions of the superintendent
: letter accompanying Mr. Clark's report; and I might stop here

and ask whether this is not sufficient, in any court of justice, to set aside the act of the Indians in repudiating the payment, as obtained by unfair means, and therefore void? But there are other facts that will still more excite your surprise. These I will enumerate as briefly as possible:

First. The affidavit of George F. Wright, esq., of Oshkosh, Wisconsin, who is not an Indian trader, and whose reputation for veracity the superintendent will not assail. He swears that, in June last, the superintendent said to him that my claim "*never should or never would be paid so long as he was superintendent.*" This was *after* the act of Congress was passed, and exhibited a settled determination to defeat the will of Congress, and to prevent *you* from carrying that will into execution. Can stronger evidence of his personal hostility to me be desired? Does it not call for the sternest rebuke from those who have the power to make it? It explains his subsequent conduct, and makes it perfectly transparent.

Second. The affidavit of William N. Davis, whom I never saw before. He resides, I learned, at Muckwaw, Wisconsin, and was represented to me as a gentleman of high respectability. I do not know what his pursuit is. He says that he heard the superintendent tell the Indians, when neither Mr. Clark nor myself were present, that they had better leave my claim "to the President and *Commissioner of Indian Affairs,*" &c., which the superintendent, in effect, admits; thus showing how steadily he persisted in the determination to deceive the Indians, treat your authority with contempt, take the whole matter out of your hands, and send it back to the *Commissioner*.

Third. The affidavit of Waynau-mett, or John Waupoose, an Indian who speaks the English language very well. He accompanied Mr. Clark from some point on the Oconto river to the pay ground, and bears all the evidences of considerable advancement in civilization. Besides his oath, his veracity is certified to by four gentlemen, amongst whom is Colonel Elias Murray, who resided for many years in Indiana, and who is extensively known in that State as a gentleman of the most exalted character. This Indian swears that the superintendent threatened to "*hang him with a rope*" if he agreed that I should be paid, and actually took away from him, because he did so, the annuity money that was due to himself, his wife, and five children! Need I comment upon such conduct? The statement of it is enough to excite condemnation in every honorable mind. He also states another fact, fully sustained by other evidence, which is, that he believes the Indians would "never have thought of rejecting" my claim "but for the *threats* and *interferences* of said superintendent, by which he induced the *young men* to *frighten the chiefs.*" I will notice this hereafter, in connexion with more satisfactory statements to the same point.

Fourth. The joint affidavit of William Johnson and R. A. Jones—the former of whom was once interpreter, and the latter of whom is a trader residing at some town on the Oconto river. They both state their long acquaintance with the Indians, that the Indians always said and intended that I should be paid, and that they never heard the contrary till at that time. They also state that the *chiefs* told them that the superintendent had "*threatened them with a loss of their*

annuities" if they paid me; that he had excited the *young men* "against the chiefs," &c., and that they had "threatened to kill the chiefs" if they paid me, &c.

Fifth. The affidavit of Harvey S. Murray, son of Major Murray, who states, in substance, the same facts.

Sixth. The affidavit of Augustine Grignon, the father of Charles A. Grignon, late interpreter amongst these Indians, who is an old gentleman of character, and who, being born at or near Green Bay, has been familiar with these Indians all his life. He states what the other witnesses do, that the Indians have always been anxious that I should be paid, and that nothing to the contrary had come to his knowledge until at this payment. He further states, that after the first council with the Indians, on Friday the 7th, he was informed by the chiefs that they had "agreed almost unanimously" that I should be paid, but that the superintendent had "influenced them to change their determination." He then states that this change was brought about by his inducing the "*young men to threaten* the chiefs" that if I was paid they would "*take their lives;*" and that "he has never seen any officers guilty of such oppressive and unjust conduct." This is one of the persons mentioned in the letter of the superintendent accompanying Mr. Clark's report, and it may, probably, be true that he had some conversation with the Indians, but I know nothing on the subject. But, if he did, it arose, I suppose, out of the fact that the Indians have always had the greatest confidence in him as their friend, whom they have known longer than any other white man living, and have been accustomed, for more than half a century, to advise with and consult him about their business, even in making their treaties with the government. It was natural, therefore, that they should consult him; but I do not know that they did. However, I repeat, that if they did, I was not privy to it.

Seventh. The joint affidavit of G. D. Gumaer, William Powell, and George Crown. The first of these is a gentleman known in this city, who now resides at Winneconna, Wisconsin, and is not a trader amongst the Indians. The second was formerly government interpreter, and is now a notary public in the county of Shawano, and the last is a trader, who resides amongst the Menomonees, and is part Indian and part French, but of the Ottawa tribe. They were all present in this city, with the chiefs, when they first engaged my services, and they state the facts correctly, connected with that employment. They state that it has been the constant wish and purpose of the Indians to comply with their contract, until the superintendent "persuaded and forced" them to do otherwise. They explain the circumstances under which the memorial of October 4, 1854, (mentioned in the act of Congress, was executed, and my unwillingness then to have the same done, unless *all* the chiefs were present, and the pains taken by me to have them there. And they also swear that the Indians were "*frightened*" into the course lately pursued by them, by the superintendent, who induced the "*young men*" to "*threaten the chiefs*" that they would "*take their lives*" if they consented to pay me.

Also the affidavit of Major E. Murray, of whom I have already spoken, and who was the predecessor of the present superintendent.

He swears that these Indians were always anxious that I should be paid, and that when they heard, last April, that the act of Congress was passed paying me $40,000, they expressed their gratification, and addressed me a letter in his presence to that effect, which letter is now amongst the papers. He also states that he "never heard any contrary sentiments expressed by any Menomonees" until the council of September 10.

To sum up the evidence it amounts to this: That the superintendent, contrary to the uniform custom of the government, induced the Indians to agree last May, and after the act of Congress passed, that the young men should have an equal voice with the chiefs; that he did this for the express purpose of getting my claim repudiated; that after he had secured this to be done, he, in June last, declared and boasted that I "*should*" not be paid while he was in office; that he violated your instructions by interfering in this business in the place of the "agent of the tribe," who was particularly designated by you; that he misrepresented the facts and true position of the case; that he deceived the Indians by making them believe that I could get my claim acted on in the Interior Department; that he caused Mr. Clark to make an order that *nobody* should talk to the Indians, so as to prevent me from doing so, and violated it himself frequently and flagrantly; that he then told the young men that the money I was to have was *theirs* and not the chiefs, and thus induced them to threaten the chiefs that they would take their lives if they paid me; that he, himself, threatened the chiefs that he would withhold their annuities if they agreed that I should be paid, and did withhold the money of one man, his wife, and five children, because he was in favor of it, and threatened to hang him with a rope; and that, by these means, he obtained from the Indians the paper repudiating the payment by what the law considers fraud and duress. Certainly, there is no respectable court that would hesitate so to declare upon the foregoing facts and admissions, and I do not suffer myself to doubt that such will be your determination.

But the superintendent, as if in anticipation, has endeavored to weaken the force of this testimony by assailing in a wholesale way those of the witnesses who are engaged in trading with the Indians. To this I may say that it does not comport with the true character and dignity of the government that it should suffer its records to become the depository of unsustained suspicions and slanders against any class of its citizens. It should seek rather to do justice to all, and to preserve, instead of injure, character. But if the superintendent has been able to excite this sort of suspicion against a portion of these men, there are others of them whom he dare not assail. And even as to those against whom this suspicion may be entertained, I have the most conclusive corroborating proof. This you will find in the accompanying letter of Mr. Charles A. Grignon, late government interpreter to the Commissioner of Indian Affairs, who has, as you will see, resigned his office in consequence of the unjust and oppressive conduct of the superintendent.

Together with a copy of his letter of resignation, I enclose his letter to me of the same date, in which he has explained his motives in

sending me the copy. He considers it a measure of justice to me, as I have, he thinks, been "greatly injured" by the conduct of the superintendent, which, I apprehend, nobody will doubt; and I feel under obligations to him for it, as I never could have seen it on the files of the Indian Office, or in any other way have known its contents. He has thus shown himself to be a just man, as he is well known to be an honorable one.

This letter shows a most extraordinary course of proceeding, such as, I venture to say, you never could have expected to see practiced by any portion of those who aid in the administration of the government. It will startle every man who reads it. What can a *private citizen* expect when he is placed in the power of *public officers* who thus conduct themselves? It is said of the late emperor of Russia, that he sent his minister of justice to Siberia for life, because he refused to allow a just claim against the government to an unprotected *foreigner*. How much more strongly is a government like ours called on to punish such acts of oppression against its citizens.

I beg that you will read this letter carefully. It states the whole case in a plain and conclusive form. It is written by a man who was selected by the government as the official interpreter of the superintendent, and who knows better than any other man what he was directed to tell the Indians, and what he did tell them. It states all the leading facts related by the other witnesses, and others which no one else could know; and shows that the superintendent even resorted to the employment of the influence of a priest over the minds of those of the Indians who belonged to his church, to force them into subjection to his wishes. It shows that he abused me, *personally*, to the Indians, and told them that I was trying to *cheat* them, when he had not the manliness to admit that he had said so in my presence, but had said the reverse.

It shows that it was the superintendent who procured the consent of the Indians on the 10th May last, that the *young men* might vote, and "that this was done for no other purpose than to induce the rejection" of my claim.

It shows how he worked upon the *young men*, by telling them that the "*chiefs* had no power to pay *their* money."

It shows that the *young men* were not consulted about any *other* claim but *mine*.

It shows that he secretly and falsely told the Indians that if they did not pay me I had my "*remedy against the government*," thus assuring them that I would be paid any how, and they might save *their* money. This is a most important fact, to which I know you will give due weight. He knew that the Indians had always been anxious that I should be paid, and it occurred to him, doubtless, that if he could make them believe that the *government* would pay me, and they could save *their* money, his object would be accomplished!

It gives me no pleasure to comment upon such things. Although they were designed to injure me, and I should be justified in denouncing them in the strongest terms, yet I prefer to leave them to be considered and judged of by you. This is more congenial to my feelings,

and I have the firmest confidence that you will deal properly with them.

I desire to call your attention to my letter to Mr. Clark, of the 1st September, which accompanies his report, and which I wrote because I thought it right to give the superintendent an opportunity to meet my complaints against him, while we were all together in the presence of the Indians, as well as to explain anything in which I might have been mistaken. I hope you will observe the statements I make, and his manner of meeting them, so far as he has done so at all, in his letter to Mr. Clark, and that you will then agree with me that it is fair to consider as true all that he has not denied.

I there state that I had not spoken to a single chief on any subject after Mr. Clark's order; and if this had been untrue he would have found proof of it, and have denied it. But he has not.

My accusations against him of *secretly* and *privately* counselling and advising the Indians not to pay me are, in substance, admitted by him.

I charge him with taking several of the chiefs into his *private* apartments, and counselling them by the aid of a private interpreter, and this he has not denied.

I charge that he has used "persuasions and *threats*" to induce the Indians to change the determination they had always entertained of paying me, and *this* important charge he has not denied.

I charge that he has told the *young men* that the money was *theirs*, and that he thus induced them to "*threaten and intimidate the chiefs*," and this most important charge of all he has not ventured to deny.

Not only, therefore, are all these important facts proven to be true by the affidavits I have filed and the letter of the interpreter, but they are *admitted by the superintendent himself!* Was ever proof more conclusive and overwhelming?

Instead of coming forward like a man, while we were all together in the Indian country, where all the witnesses were present, and meeting my accusations, his own conscience admonished him to shrink from the investigation, and to content himself with a lame and impotent reply, *which he knew I would not see till I got to this city;* and in this reply he has not even ventured to deny a single important fact charged by me. He hunts up for himself a most miserable apology in what he chooses to insinuate against me, because, as he supposes, I was the *looser* of a fortune which I thought I had in my grasp. Is he so weak as to suppose that *he* has the power to defeat the will of Congress by such means as these? He should learn, if he has not, that there are other motives that prompt honorable men than the mere desire for money, and that there are *some* things that honorable men cannot do even to obtain it.

I have a full report of all that was said by the Indians in their several councils, a copy of which I furnished Mr. Clark, at his request, while we were at the payment ground. I am sorry he did not send it with his report, as it would have enabled you to see that the paper rejecting my claim does not really express the wishes of the Indians.

At the second council, on Saturday, after the superintendent had violated the order of Mr. Clark by talking *secretly* to them, the *head*

chief announced, for the nation, that they had come to no conclusion, and that it was their wish that Mr. Clark should advise them. They were willing to let him decide the matter, because, they said, they did not understand our laws. Mr. Clark declined (very properly) to advise them, and the council was adjourned till Monday, Mr. Clark telling them that if they had any request to make of their great father in reference to the claim he would make it for them.

In this same council, the chief to whom the superintendent had made the present of a suit of clothes said that the money belonged to the *young men* and the *young children*, and he was "*afraid*" to give their money for the debt, showing that the declaration and advice of the superintendent and the threats of the young men had had their effect upon him.

Another chief, similarly influenced, said: "We don't like to take away the money from the young men; those that are not born have claim to it." He spoke, also, of being *blamed* by them for taking the money.

The result of this council was what I have stated, although it was evident that the influence of the superintendent had then begun to have its effect. I did not then know how he had employed that influence, but it is perfectly apparent now.

At the council on Monday, the 16th, several Indians, *who were not chiefs*, spoke in behalf of the *young men*, expressing their unwillingness to pay, and were followed by the *head chief*, who declared that so much confusion had been created in the tribe, that he "had rather withdraw and not be a chief any more," so completely had the superintendent, by this time, circumvented the chiefs in the meshes of his net, and destroyed their authority. Still, however, so long as he remained head chief, he claimed the right to speak for his nation, according to its custom from time immemorial. These are his words: "Whenever I say anything through the power that is vested in me, it has got to be so. I have always had my nation's consent to act for it." Speaking of my claim, he said: "*We wish to send the matter to our great father, the President.*" Again: "*We have concluded to leave it to the President to decide whatever he thinks is right.*" *Five* other principal chiefs followed the head chief, expressing the same wish, and one of them saying: "We are unwilling to decide and *refer the matter to our great father and the council of the United States*, and if his (my) claim is right they will be judges to know whether his (my) claim is a legal claim." Also: "At Washington is the great council house of the United States, and our great father is there, and they know what is right, and we don't know what to do here, and we leave it all to our great father, the President."

You will thus perceive that all that the superintendent could accomplish with the chiefs, up to this time, was *indecision*. As he had alarmed them by the threats of personal injury from the young men, and had suggested to them the idea that the matter could be decided *here*, by the President and *Commissioner*, it was perfectly evident that the chiefs had seized upon this plan as the best one to relieve them from responsibility. They were anxious that I should be paid, but were afraid to say so, and therefore turned it over to the President

and Congress; just where they placed it in their memorial of October 4, 1854, before the law was passed.

I immediately expressed to Mr. Clark my willingness to have a paper drawn up to this effect, but the superintendent was unwilling to agree to it, and Mr. Clark, himself, thought it would not be consistent with his duty under your instructions, that he must either have their direct assent or dissent to the payment. He doubtless felt embarrassed at the indecision of the Indians, and said to them: "I understand that you have come to this conclusion—that you cannot or will not decide this question, but that you wish to refer it to the President, your great father." This was assented to by the Indians. He then immediately presented them *two* papers which he had previously shown me, one *for* and the other *against* the payment, and asked them whether they were willing to sign either? When these papers were explained by the interpreter, Mr. Clark said to them that *after* they had signed either of the papers as they pleased, they could *then refer it to the President if they wished.*

The papers were then placed upon a table, with a clerk at each, to write down the names, when the *head chief* advanced towards the one *for* the payment, and made indications of a wish to sign it. At that moment some remark was made in the Indian language by some person whom I did not see, but it caused the chief to hesitate, when the superintendent, evidently excited, said that the matter was not understood. It was again explained by Mr. Clark as before, when the head chief advanced, and, with some hesitation, signed the paper *against* the claim, which is now before you, and the others followed him.

After this paper was signed, and in order to carry out the suggestions of Mr. Clark to the Indians, I drew up a paper in these words: "We agree that our great father, the President, shall pay Mr. Thompson what he thinks his services are worth, and ask him to decide for us." I did this not only because it was in reality the wish of the nation, as fully expressed by the chiefs, but because they had signed the paper now before you with the express understanding that they could do this *afterwards.* I wanted the whole matter, just as it was, to be fully and accurately shown, and this I certainly was entitled to.

Mr. Clark acted fairly and faithfully to his promises to take such a paper if they would sign it, and caused it to be interpreted to them. At this moment the superintendent, under high excitement, asked to see the paper, and Mr. Clark handed it to him. When he read it he remarked, under still greater excitement, "Mr. Clark's mission here is now at an end. He has got the answer of the Indians, and I am now *captain* here, and no other proceedings must be conducted here without my consent. I object to having any such paper signed, as the instructions of the Secretary have been complied with." Mr. Clark promply and sternly rebuked this insolence, by telling him that he should conduct the council as he pleased, and again addressed the Indians on the subject. In the meantime, the emissaries amongst the *young men* of the superintendent, aided by some other persons who spoke the language, were busily at work amongst the Indians, and they, still dreading the power of the superintendent and the threats of the young men, and being afraid of disobeying the orders

of the superintendent, (as he had threatened not to pay them their annuity,) showed some hesitation; and Mr. Clark, with his patience, no doubt, a good deal worn out, adjourned the council, and the Indians dispersed.

The apology I have to offer for this tedious statement, which I have endeavored to make fairly and accurately is, that this business is of the utmost importance to me. I have labored faithfully for these Indians for more than four years, and have been subject to great loss and expense, without having received from them *a single dollar*. Having been, almost unwillingly, induced to undertake their business, I could not get away from it after I had begun, and in pursuing it was called away from my professional avocations, upon which I had to depend for the support of myself and family. And besides this, I have been unjustly and wantonly assailed by those who have maliciously endeavored, without having received the slightest injury from me, to crush and destroy me by the power of the government, behind which they shield themselves. Duty to myself, to my family, and to my own reputation requires, therefore, that I should state these matters fully, that it may be seen by all who shall have occasion to examine the record of them that throughout this whole transaction I have conducted myself justly and honorably, and that there has been a studied and untiring effort to make me the victim of the most cruel and unexampled official persecution.

If it shall now be held by you that the paper reported by Mr. Clark is a *valid* one, and the *proviso* is to be treated as a part of the law, you will, then, I suppose, lay the matter before Congress. But I respectfully insist that the facts show it to be *invalid and void*, and that you could not hold it to be otherwise without an approval and endorsement of what the superintendent has done to obtain it. I have not the slightest impression that you can approve his conduct; it is so utterly at variance with your own, and in such manifest defiance of your instructions.

If you shall, however, report it to Congress, it will subject me to still greater delay and expense; and if, then, Congress should decide, as it has already done, that I must be paid, how am I to be remunerated for the losses to which I will have been subjected *after* the passage of the present law? If Congress shall decide in my favor, it will be equivalent to a decision that I was entitled to my money upon the passage of the law as it now is, and that it should have been paid; yet I will have been kept out of my money till next summer, probably more than a year from the time that I was entitled to it. The government should not overlook these probable injuries in determining upon its course, and I do not think you will.

It seems to me that, the act of repudiation being set aside, I am entitled to my money at once and without further delay. The memorial of October 4, 1854, gave fully the consent of the Indians, as did also their letter to me since the passage of the law, as is clearly proven now by the affidavit of Major Murray; and the extraordinary efforts made to get an act of repudiation, (which it required *four* days to obtain, even by the influence I have named,) show that the Indians have always been anxious to pay me; and, besides, there was nobody

in Congress, in all probability, who would ever have thought of the *proviso*, but for the *Commissioner of Indian Affairs*. It was offered, as I am satisfactorily informed, *at his suggestion*, which he made for the single purpose of defeating, as I have no doubt, the will of Congress, by the *very means he has employed*.

And when the Indians have been anxious to pay me, and have repeatedly expressed it, does it comport with the dignity and honor of the government to use its power to *teach* them *repudiation*, to the injury of a citizen and their own demoralization? It seems to me that it should rather protect its citizens against such an act, and teach the Indians honesty; and that when important services have been faithfully and honestly rendered, it should lend its authority and influence to see that justice is done, and such services fairly remunerated.

I have the honor to be, very respectfully, your obedient servant,

R. W. THOMPSON.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

[1.]

STATE OF WISCONSIN, } ss.
Shawano county.

We, the undersigned affiants, being sworn, swear that we were present in the city of Washington, in 1850, with the Menomonee Indians, when they employed Mr. R. W. Thompson to act as the attorney of their nation; that when the Indians first called on Mr. Thompson to do so, he declined to do so until he could take time to think about it; that, afterwards, he consented, and the Indians employed him, when they drew up a power of attorney to him in the office of the Commissioner of Indian Affairs; that they were present, afterwards, and heard the said chiefs ask Mr. Thompson how much he would charge them? When he replied that he would not say anything upon that subject, but would leave it to them to decide after they consulted their friends and returned home to their nation; that the said Indians did return home without fixing any amount, and had in their possession a paper, given them by Mr. Thompson, to the effect that they must decide the matter themselves; that Mr. Thompson gave the said paper to Osh-kosh, the head chief; that after the chiefs returned home, and during the following winter, they held a council at Lake Powhakonnie, and agreed amongst themselves that they would give Mr Thompson one third of whatever sum he recovered for them; that the same was done with the full consent and approbation of the whole nation; that we never heard the same objected to by them, during all our intercourse with said nation, until lately, when, as we believe, they have been persuaded and forced to object to it by the course of the superintendent of Indian affairs, Dr. Huebschmann, who, as we have learned from said Indians and from what we have heard

ourselves, has caused them to reject the claim of Mr. Thompson, in council, to-day; that we have had intercourse with said Indians during all the time, more or less, since Mr. Thompson has been engaged in their business, and have frequently heard them speak of the said claim, and never heard them, or any of them, speak against allowing it until since the assemblage of the Indians, at the present time, at their pay ground.

We further state that we were present last October, when the chiefs executed a memorial to the President and Congress in favor of paying said claim, and know that the council at which the same was done was composed of the chiefs and headmen; that the same was publicly and fairly held; that it was fixed by Mr. Thompson to be held at two o'clock in the afternoon, at the village of the Indians, but that as all the chiefs did not assemble at that time, Mr. Thompson objected to its proceeding until they were all present, especially Carron; that the Indians then proposed to meet at the house of Lamote, one of their number, a mile or two distant, later in the afternoon, when they could get all their number together; that they accordingly met at the house of Lamote, when Carron was still not present, and Mr. Thompson insisted that they should wait till he should be sent for; that he was sent for, and then came, which caused the council to be held so late, commencing about night; that the business was fully explained to them, and was fully understood by them; that it was talked over by them, and all appeared satisfied that Mr. Thompson should receive one third of the sum allowed them by their late treaty, and signed the memorial accordingly; that they signed it freely and cheerfully, without any persuasion from Mr. Thompson or anybody else. We verily believe that the said Indians have been frightened into a rejection of said claim by means employed by the superintendent—one amongst which means is, that he has excited the young men of the nation against the chiefs and headmen, and they have threatened the chiefs that if they pay Mr. Thompson they will take their lives; they also believe that nothing but the fact that they are so intimidated could have persuaded them to refuse to pay him, according to the wish always heretofore expressed; that, on the 7th instant, they heard Mr. Clark announce that nobody should speak to said Indians after the council till they decided this claim; but the superintendent has, as they have heard and seen, talked frequently with them on the subject, and we are perfectly certain that Mr. Thompson has not, as we have had the opportunity of seeing him almost all the time.

G. D. GUMAER,
WILLIAM POWELL,
GEORGE COWN.

Subscribed and sworn to before me, a notary public in and for said county, with the exception that Mr. Gumaer was not present at the first meeting in Washington, nor at the time Mr. Thompson's compensation was first fixed. Witness my hand and notarial seal September 10, 1855. [L. S.]

JULIUS A. MURRAY, *Notary Public.*

[2.]

Elias Murray's affidavit.

STATE OF WISCONSIN, } ss.
Shawano County. }

This affiant being duly sworn, saith that he is a citizen of said state and county, residing at the south boundary line of the Menomonee reservation, and that he has often heard the chiefs and warriors of the Menomonees express their gratitude to Hon. R. W. Thompson, their attorney, for his exertions to recover pay for the land that they were defrauded of in the treaty of 1848, made by Colonel Medill, as United States Commissioner. They have always, when speaking of the compensation he was to receive, told me he was to receive one third part of the money which he might recover, and that if nothing was recovered he was to receive nothing. This affiant further states that William Powell, late United States interpreter for the Menomonees, convened most of the chiefs at his residence, on the 9th day of April last, to hear a letter read and interpreted to them, showing that a law was passed at the last session of Congress to pay said R. W. Thompson, their attorney, forty thousand dollars ($40,000) out of the United States treasury, as a part of what was due to him under his agreement with the Menomonees for his services as aforesaid, and that the chiefs expressed great pleasure on hearing the letter read and interpreted, and they were glad to hear that their friend R. W. Thompson would get a part of his pay *now* instead of *having* to wait twelve years, and *they* signed a letter addressed to him, expressing their desire that the forty thousand dollars might be now paid to him from the United States treasury. The reason they gave for this was that he had labored for them a long time, and paid his own expenses, and they wished to see him remunerated. This affiant further states that he never heard any contrary sentiments expressed by any Menomonee until he heard them expressed in the council on the 10th instant.

This affiant further says, that he was late superintendent of Indian affairs, and at all times heard the Menomonees express their high regard for said attorney, R. W. Thompson, and their hope that he would recover their money and get rewarded for it as they had agreed; and this affiant further saith, that the letter before referred to, April 9, 1855, was cheerfully signed in his presence, without any persuasion or reluctance, after being carefully read and interpreted to them; further this deponent saith not.

ELIAS MURRAY.

Subscribed and sworn to before me, a notary public in and for said county, the 11th September, 1855. Witness my hand and notarial seal. [L. S.]

WILLIAM POWELL,
Notary Public.

[3.]

H. S. Murray's affidavit.

STATE OF WISCONSIN, } ss.
Shawano county.

This affiant being sworn, says that he has resided for several years in the neighborhood of the Menomonee Indians, and has frequently heard them speak of Mr. Thompson and his services for them. He knows that they have all looked to him for several years for advice and assistance in their business, and that the whole nation, old and young, have always declared their determination to pay him according to their contract with him made several years ago; that this has been their unanimous determination, well understood by all of them, and frequently and freely expressed; that he never heard anything to the contrary till the present payment, when he believes they have been forced and intimidated into a rejection of Mr. Thompson's claim by the course of the superintendent, Dr. Huebschmann, who has excited the young men to threaten the chiefs that if he is paid they will take the lives of the chiefs, and that he does not believe that this result could have been brought about by any other means.

HARVEY S. MURRAY.

Subscribed and sworn to before me. Witness my hand and seal of office this 11th day of September, 1855.
[L. S.]

WILLIAM POWELL,
Notary Public.

[4.]

W. N. Davis' affidavit.

STATE OF WISCONSIN, } ss.
Shawano county.

This affiant states, after being duly sworn, that on September, 1855, at the Menomonee pay ground at the Falls of Wolf river, and about noon of that day, he saw Dr. F. Huebschmann, the superintendent, in conversation with *Oshkosh and some of* the chiefs of said nation, and heard him tell them through the government interpreter that it was impossible for the Indians to decide what a lawyer ought to have for his services in attending to business, and that it would be better for them to leave Mr. Thompson's claim to the President and Commissioner of Indian Affairs, as they were both lawyers, to decide what a fair compensation for his services should be; that he was a doctor, and that he had certain fees allowed him for attending to business, and that if they paid Mr. Thompson the money he claimed, he would laugh at them as fools. That the time he said this, neither Mr. Thompson or Mr. Clark were present, and when he did so, the super-

intendent changed the subject, and commenced talking about something else, and soon after the council broke up and the chiefs dispersed. He further states, that at the time he first went up to this council there was no other white man present except the superintendent and the interpreter; but soon after he saw Mr. William Johnson approach, that his attention was attracted to it by having heard Mr. Clark tell the Indians in council the day before that they must not suffer anybody to talk to them till they decided upon Mr. Thompson's claim; that he suspected the superintendent was talking to them about it, and he therefore went up to hear what was said.

WM. N. DAVIS.

Subscribed and sworn to before me, the undersigned, a notary public of said county, this 10th day of September, 1855, the words on page 143 (*Oshkosh and some of*) interlined before signing.

In testimony whereof I hereunto set my name and my notarial seal the day and year aforesaid.

[L. S.]

WILLIAM POWELL,
Notary Public.

[5.]

G. F. Wright's affidavit.

STATE OF WISCONSIN, } ss.
Shawano county. }

This affiant, being sworn, says that sometime during the past summer, he thinks in June last, he had a conversation with Dr. F. Huebschmann, superintendent of Indian affairs, at Milwaukie, in relation to the claim of R. W. Thompson against the Menomonee Indians, which conversation was introduced by himself; that, in that conversation, the said Huebschmann stated that the said claim never should or never would be paid so long as he was superintendent. In the conversation he expressed himself strongly and undisguisedly opposed to it.

GEORGE F. WRIGHT.

Subscribed and sworn to before me. Witness my hand and seal of [L. S.] office, this 11th day of September, 1855.

WILLIAM POWELL,
Notary Public.

[6.]

John Wampoose's affidavit.

WISCONSIN, } ss.
no county. }

ıffiant, Way-nau-mett or John Wampoose, a Menomonee In-
ing sworn, says that on Sunday, the 9th of September, 1855,
ena, the Menomonee pay ground, at the Falls of Wolf river,
county, the superintendent, Dr. F. Huebschmann, spoke to
ut the claim of Mr. Thompson against said Indians, and said
ınderstood that this affiant was in favor of paying it, and that
ɔetter look out, that he would hang him with a rope; that
ınt said to him that it was none of his business. He further
ıat on Monday, the 10th of September, the said superintendent
he name of this affiant from the list of persons entitled to
ınnuities, and has thereby refused to pay him what he is justly
to for himself and wife and five children; and this affiant be-
hat the same has been done as a punishment for his having
favor of paying Mr. Thompson. The said superintendent
ı that the reason why he will not pay this affiant his money
ıe works off of the Indian reserve, but he knows that it is a
etence, as he is now paying other Indians who do not reside
e reserve, but who are so under his influence that he has forced
reject Mr. Thompson's claim. This affiant also states that
Indians would, as he believes, never have thought of reject-
claim, but for the threats and interference of said superinten-
which he has induced the young men to frighten the chiefs.

WAY-NAU-METT, his x mark.

ribed and sworn to before me, a notary public in and for
said county, this 11th day of September, 1855. Witness
my hand and notarial seal.

WILLIAM POWELL,
Notary Public.

re acquainted with John Wampoose who has signed the fore-
ınd believe that he is a man of veracity and entitled to credit.

WILLIAM POWELL,
R. A. JONES,
WILLIAM JOHNSTON,
ELIAS MURRAY.

[7.]

Johnston and Jones' affidavit.

WISCONSIN, } ss.
no county. }

affiants being sworn, say that they were both present at the
t to the Menomonee Indians, at Keshena, commencing on the

7th September, 1855, and witnessed the conduct of the superintendent and the Indians with whom they have been familiar for a number of years, that they have frequently heard said Indians speak of the claim of Mr. Thompson and know that they have always, since he was engaged, said that they intended to pay it, and have never heard anything to the contrary until the present payment; that since this payment commenced they have learned from the chiefs that the superintendent, Dr. F. Huebschmann has threatened them with a loss of their annuities if they paid Mr. Thompson, and they have seen that he has excited the young men of the nation against the chiefs, and by the idea that it is their money that is to be paid Mr. Thompson, and not that of the chiefs; and that the young men have threatened to kill the chiefs if they pay him, which has alarmed the chiefs. They further state that they further believe that it was only by this and other means used by the superintendent that the Indians were induced to reject Mr. Thompson's claim, and that some of the chiefs have so told them since it was rejected, all stating that they were afraid of their lives if they allowed it.

WILLIAM JOHNSTON.
R. A. JONES.

Subscribed and sworn to before me, a notary public in and for said county, the 11th September, 1855. Witness my hand and notarial seal. [L. S.]

WILLIAM POWELL,
Notary Public.

[8.]

Augustin Grignon's affidavit.

STATE OF WISCONSIN, } ss.
Shawano county. }

This affiant being sworn says, that he has been intimately acquainted with the Menomonee Indians all his life; that for more than forty years he has lived in the neighborhood of and amongst them, and knows all their habits and feelings; that he has, for several years past, heard them speak very frequently of having employed Mr. Thompson to do their business, and having agreed to give him one third of what should be recovered; that he knows that this has been well understood by them all for several years, and that the whole nation has always been willing and anxious to pay Mr. Thompson, and that he never heard anything to the contrary until the present payment. He further states, that he has heard from the chiefs of said tribe that when they held their council amongst themselves after the council held by Mr. Clark on the 7th instant, they agreed almost unanimously that Mr. Thompson should be paid, but that after that determination, and before it was reported to Mr. Clark, the superin-

Huebschmann got them together, without letting Mr. . Thompson know anything about it, and influenced ıge their determination; that he did not hear what was ime, but has been informed by the Indians that he told ey must not pay Mr. Thompson; that this meeting with ɜ a violation of the understanding the day before that no speak to the Indians.

t further says, that he believes that it has been only in ɔf the conduct and threats of the superintendent that the been induced to reject Mr. Thompson's claim; that he the young men to threaten the chiefs that if it is paid ıke their lives, and that he has by this means alarmed the affidavit states that he is now seventy-five years old, and ıstomed to Indian business all his life, but that he has ny officer guilty of such oppressive and unjust conduct ore as the superintendent on this occasion.

AUGUSTIN GRIGNON.

and sworn to before me, a notary public in and for said ıty this 11th September, 1855. Witness my hand and seal ɔffice.

WILLIAM POWELL,
Notary Public.

[9.]

. Huebschmann, superintendent, to the Menomonees, at the cil held at Falls of Wolf river, September 7, 1855.

s: It is expected of me that I should speak to you on

ı to understand what it is.

question whether you are to be honest or not, for I al- ıı to be honest.

question whether Mr. Thompson shall be paid out of the h is given to you by your late treaty when it becomes due.)0 is to come out of the money the government has agreed ı the treaty of May last.

ı truly stated by Mr. Thompson that it is not to be de- but after twelve years.

ɔ receive next year the last money due under the treaty

, for ten years, you will receive annuities under the treaty

pson has stated to you that the $242,000, in the late ɔ be paid to you for the lands sold by you in 1848, and u did not get pay enough.

rue. The language of the treaty is clear. The 4th arti- ıt in consideration of the difference between the lands ı in Minnesota and the lands given in exchange here, and

in consideration of releasing certain claims, this sum is agreed to be paid you.

The lands on the Crow Wing were 658,000 acres, and the lands here amount to 260,000. This makes a difference of 400,000 acres, which you sold to the government.

This is the most prominent stipulation in that treaty, in consideration of which you are to receive the money.

It is true that you give up all difference in the lands sold in 1848.

How much Mr. Thompson had to do with that treaty you know. I suppose that he does not claim to have had anything to do with it.

He has stated that I refused to tell him when I was going to make that treaty. That is true. I told him that I would have no *traitor* (trader) nor agent present, that I would consult with you face to face, and do the best I could for your interest.

I have stated before to you that if you should refuse to pay Mr. Thompson, that you would not, by that act, make yourselves dishonest.

If there are good reasons why you should refuse to pay the amount out of your annuities, you are not dishonest for refusing.

A contract with you and Mr. Thompson in 1850 has been spoken of by him.

In making that contract it was stipulated and understood that Mr. Thompson would get for you a large amount of money. The amount has been stated to be at least $600,000.

It seems that in consideration of such a large sum you agreed to pay Mr. Thompson a very large amount.

It is true that contract has never been acknowledged to be valid by the government. That is my understanding of the case and that of the Indian Department.

And the legal adviser of the President himself leaves that question open as not important.

But it seems that contract has never been fulfilled. Mr. Thompson has not got you that large amount, and I am not aware of any steps he has taken to get it for you.

Certainly that contract has nothing to do with the making of your last treaty.

In agreeing, you and me, upon the amount to be paid in the last treaty, I consulted your best interests, that you might have something after your present annuities expire.

You were of opinion, and so was I, that not more than you needed, any year, was to be given to you.

I do not see that the Menomonees have grown so rich all at once as to make presents of a large amount to anybody.

And I cannot look upon the giving the $40,000 to Mr. Thompson in any other light than as a present.

It would amount to two annuities and part of another.

If you are prepared to give that away you are now to decide.

Mr. Thompson has not pretended that he had anything to do with fixing the amount of $150,000 in the last treaty.

But he says that he wrote a letter to the great council in consequence of which you got $92,000 more.

I believe he has written such a letter, but that the great council

gave them that amount in consequence of that letter has not been proven.

Often a thing occurs and it is done, and afterwards another thing, but that does not prove that the second occurred in consequence of the first.

I was at Washington myself at the time, and I had as much to do with that amendment and the ratifications of that treaty as anybody that was not a member of the council.

I think it was saying too much for Mr. Thompson to say that he got the $92,000.

The honorable gentleman now here (Mr. Clark) was a member of one house of the council at the time, and it will be news to him that the great council acted in consequence of Mr. Thompson's letter.

So I have shown you that Mr. Thompson has no claim to any part of the $150,000, and you must judge yourselves how much claim he has to any part of the $92,000.

It seems to me that, in the most liberal spirit towards Mr. Thompson, you cannot conclude that he is entitled to the $40,000.

It is very easy to say that certain things are done in the councils at Washington and in Wisconsin; but men that have been about there may not believe it, and may say that it is not so.

A man may believe that it is through his influence that a measure is carried, when it might have been carried a great deal quicker if he had not had anything to do with it.

Mr. Thompson says that he paid money to send a memorial to the legislature of Wisconsin, to get you to stay here.

The most active of those that went there was Mr. Bonduel, who did more than anybody else. He had a claim against you for that journey and his trouble, and you have decided in favor of it; so he was not paid by Mr. Thompson. The members of the legislature did not know Mr. Thompson even by name.

I have myself been a member for some years of that body, and am well acquainted with the members.

Forty thousand dollars is a large sum, and it takes a great while and a great amount of labor to earn that in any common business.

Even the most skilful men in the nation seldom earn such an amount in any single job.

I want you to act in this business as in every other, to form a cool deliberate judgment.

I have seen, since I have been acquainted with you, that you are getting to be judges of what property and work is worth.

In this case you should do the same.

It is easy to say that you would have been moved to Minnesota if it had not been for Mr. Thompson.

About the time the treaty of 1848 was made, the Stockbridges agreed to sell and go to Minnesota too; but since they dislike to go they have not been removed.

I am not disposed to say that Mr. Thompson has not done anything for you, but think the amount is too large.

And it seems to me that some of the services he claims to have rendered are not as stated by him.

One point further I will speak about.

Mr. Thompson says that your great father, the President, has been told that the Menomonees did not want to pay him, and has been told also that he had cheated the Menomonees.

I don't know what was told the President, but I will state what I and the Commissioner of Indian Affairs told him.

When I was here last May I told you what I had written to the President in regard to this claim.

It was then quite fresh in my memory, and I did not state that Mr. Thompson had cheated you.

I stated to the President that I did not believe that, after mature deliberation, you were willing to give Mr. Thompson the amount he asks you, and I believe so yet.

There may be some old men here who may not live to see the money under your late treaty due, but they will consult the interest of the tribe.

But certainly the young men will consider well before they will pay so large an amount.

I repeat again, that you must understand that the money in the end comes out of your own pocket.

And if you think that it is to come out of the strong box of your great father, and is not to be replaced by you, you are mistaken.

The government will not think it expedient to give you any more money, if you can give away, without consideration, the $40,000; though our government is always liberal to the Indians.

After Mr. Thompson had replied to Dr. Huebschmann, the latter also said:

Mr. Thompson has said that the great council has said, in the law they passed, that he should be paid the $40,000. This is not so.

The great council has said that he should have that, if the Menomonees agreed to it.

It was the will of the great council that you should determine it yourselves.

Mr. Thompson says that he was entitled to $80,000, but the great council said that he should have but $40,000, if the Menomonees consented.

That proves that the great council consider the Menomonees as the wards of the government, and that they need advice, on the part of all matters that concern them, by the government officers.

I have given my opinion about matters that concern you, and shall do so freely; and at any time, if I had any doubt about your not understanding it, I would repeat it.

So far you have received my advice freely and cheerfully, and I think you will do so on this occasion.

I came amongst you not acquainted with Indian business, but have made it my business to understand your interest, and have advised you.

[10]

KAUKAUNA, ONTAGAMIE COUNTY, WISCONSIN,
September 27, 1855.

'AR SIR: I have resigned as interpreter to the Menomonee Indians, have addressed a letter to the Commissioner of Indian Affairs, a of which I have concluded to send you. It is just to you that uld do so, that you may derive any benefit from it that it may you, as it was through me that you have been greatly injured. ld not hold a place that would require me to act in such a manner.

I am respectfully yours,

CHAS. A. GRIGNON.

n. RICHARD W. THOMPSON,
Terre Haute, Indiana.

B.—You will perceive that the most part of the letter to the nissioner was copied by one of my daughters while I was busy ng something else.

Yours, CHAS. A. GRIGNON.

KAUKAUNA, ONTAGAMIE COUNTY, WISCONSIN,
September 27, 1855.

.: Having resolved to resign my place as government interpreter e Menomonee Indians, I have concluded to state the reasons that me to do so. I attended the payment of the annuities to said ns this fall, and was compelled to become the instrument of so oppression and injustice that I am not willing to occupy so liating a position any longer. The conduct of Dr. Francis Huebann, the superintendent, on that occasion, in relation to the claim :. Richard W. Thompson against the Indians, was such as to crea my mind a disgust for any official position that should require) take part in it, in any way. I had always supposed before that, it was the duty of government officers merely to see that justice lone to all persons, and did not think that they could be required come prosecutors and persecutors of those who had business with ndians or the government. I was with the Indians when they employed Mr. Thompson in Washington in A. D. 1850, and ow that he was not willing to be employed by them, until they iaded him to it, and I know that ever since they have looked to ly but him to do their business, and have refused to do business with the government, without his advice. And while I have iothing to do at all with Mr. Thompson's getting his pay for his ces, I think it is wrong that the government officers should interwith the Indians so as to force them, even against their will, to e to pay him. Having the management of the business of the ns, they have great power over them, and if they exercise this r for bad purposes it has the effect to corrupt and debase them.

I am not willing to take any part in such things, and therefore resign my place.

On Friday, when the council of the Indians was held by Mr. Clark, I told the Indians that Mr. Clark had directed that nobody should speak to them about Mr. Thompson's claim, till they had concluded and reported their conclusion. This was done at the request of the superintendent. Yet this order was violated almost as soon as made, by the superintendent. He professed that he would be very indignant if he could hear or find out that anybody spoke a word to them on behalf of Mr. Thompson, and had several persons to watch if he could find any such, yet he himself was violating this order constantly. He had chiefs and young men in his private room, as often as he could get them there, talking to them, telling them that they should not pay Mr. Thompson, and threatening them with the loss of their annuities if they did so. He told the young men that they must not permit the chiefs to pay him, and induced them to threaten to take the lives of the chiefs if they did. He abused Mr. Thompson to them, said that he was not entitled to anything, and that he was trying to cheat them out of money that did not belong to the chiefs, but the young men and the children. He did everything in his power, by secret and unfair means, to get them to reject Mr. Thompson's claim, and used his official position to enable him to practice this injustice. I felt degraded while I was compelled, from my position, to take part in this business, and determined, at once, that upon my return home I would resign my office.

I have known the Menomonee Indians a great many years, and know that the business of the nation has always been done by the chiefs and headmen, of whom there are now only about twenty-three or twenty-four. But the superintendent, Dr. Huebschmann, persuaded them, last May, to agree that, in all matters concerning their annuities after that, the young men should have an equal voice with the chiefs. I believe that this was done for no other purpose than to induce the rejection of Mr. Thompson's claim, by getting the young men to believe that he was to be paid out of their money, and that the chiefs had no power to pay their money. It had this effect, because, after he had made the young men believe this, they threatened to take the lives of the chiefs if they paid Mr. Thompson. The superintendent has not consulted the young men about other claims, but has consulted the chiefs alone, and he and they have acted together. It is satisfactory to my mind, therefore, that this was designed for no other purpose than to be used as an instrument of oppression against Mr. Thompson. Such conduct can never receive any sanction from honorable minds. On the morning after the council held by Mr. Clark, I understand that the chiefs, with not more than four exceptions, had decided to pay Mr. Thompson what Congress had allowed him, and I have no doubt would have reported this decision to Mr. Clark but for the interference of the superintendent. He got the most of the chiefs together, with some of the young men around them, and required that I should interpret what he said, in direct violation of the order of the day before. And this he did without any notice to Mr. Clark or Mr. Thompson. He told them that they must take his

dvice; as he was their friend, he was ready to advise them about Mr. 'hompson's claim; that they ought not to pay him; that if they did ot, he had his remedy against the government; that the President nd Commissioner of Indian Affairs were good lawyers, and if they id not pay him, he had his remedy to apply to them; that he was lowed too much, and it should be left to good lawyers to decide how uch he should be paid; that if they paid him he would laugh at them, id that he was a doctor, and received certain fees, and knew how much en should be paid. Just as he was saying these things, Mr. Thompson me up, when he immediately changed the subject to something about hay contract, and thus furnished proof that he knew he was engaged a dishonorable act. His countenance and agitation at detection beayed this to everybody who saw him. From this time he made no rther attempt to talk to the Indians where he could be detected, but ntinued to do it in secret, both night and day, up to the council on onday, the 10th instant, when the claim was rejected. He even ent so far as to procure a meeting of the Catholic chiefs at the house the priest, after service on Sunday, so as to bring his influence to ar upon them against Mr. Thompson. And again, on Sunday night, had the priest and some of the Catholic chiefs at his room. This such an outrage as few have the hardihood to undertake to practice, use the great influence of the priest over the minds of Catholic Inans, to influence them to do wrong instead of teaching them to do ght. There is much more of the conduct of the superintendent that is impossible to put down, but this is enough to show why it is that cannot hold my place any longer, for I cannot degrade myself by elping to do such things.

Very respectfully, your servant, &c., &c.,

CHAS. A. GRIGNON,
United States Interpreter.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs, Washington City, D. C.

LIST OF CHIEFS.

1. Osh-kosh, head chief.
2. Osh-ka-he-nah-new, 2d chief.
3. Ah-ko-na-ma, 3d chief in that band.
4. Ayau-ma-tah, and band.
5. Carron, 2d chief.
6. Tay-ko, 3d chief, (dead.)
7. La Motte's band.
8. Sho-sha La Motte, 2d chief.
9. Mucko-ta-pe-nas-sain.
10. Ke-she-na, chief of a band.
11. Pyeah-wa-sha, 2d chief.
12. Wisko-no, chief of a band.

13. Wah-pay-no-nosh, 2d chief.
14. Sho-ne-on, 2d chief in Sho-na-mua.
15. Wa-ketch-on, chief of a band.
16. Nah-nuk-ha-take, 2d chief.
17. Ah-wa-sha-shak, chief of band.
18. Mah-te-ha-ka-nain, 2d chief.
19. Wah-pah-ma-shain, 2d or 3d chief.
20. Pe-koua-ka-nah, chief of band.
21. Nah-ka-chis-kau, 2d chief.
22. Sho-no-meu, chief of band.

Also, others that I think ought to be on that list.

23. Shau-po-a-tuck, son of Ayau-ma-tah.
24. Wait-a-sah, son of Old Wave.

No. XXVII.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, December 22, 1855.

SIR: In obedience to the request contained in your communication of the 3d ultimo, transmitting to this office the accompanying papers and report of the Secretary of the Treasury, of the 29th October last, to the President, in the matter of the claim of Richard W. Thompson against the Menomonee Indians, and wherein I am directed to furnish the superintendent of Indian affairs such of the papers, or extracts therefrom, as contain charges and allegations against that officer, to the effect that he used illegal and unfair means to induce the Indians to withhold their assent to the payment of said claim, I have the honor to state, that on the 6th November last, a copy of Mr. Thompson's communication to the Secretary of the Treasury, with copies of such other papers as your letter appeared to indicate, were sent to superintendent Huebschmann, requiring an early response. A copy of his reply, dated the 24th, with a copy of my note of the 6th November, is herewith submitted. I also send, herewith, a copy of a letter from Charles A. Grignon, dated the 27th September last, in which he tenders his resignation as interpreter, on the ground of an alleged improper and unjust interference on the part of the superintendent, in relation to Mr. Thompson's affairs with the Indians; also a copy of my acceptance of the resignation, dated the 8th October last, together with a copy of my note of the same date, informing the superintendent of the charges made against him by Mr. Grignon, and his reply thereto, dated the 13th October last. I also send you a communication from the superintendent, dated 28th September last, containing a brief report of the speeches made by Mr. Clark, Mr. Thompson, himself, and the chiefs, on the occasion referred to, to which your attention is respectfully called.

From the papers in the case it appears that Congress, by a clause in the general appropriation act of March 3, 1855, directed the Secretary

of the Treasury to pay to Richard W. Thompson, in accordance with a memorial of the Menomonee Indians, dated October 8, 1854, one half of the amount said Indians stipulated to pay him by an agreement, dated February 15, 1851, for prosecuting a claim against the government in their behalf. As the act passed the two Houses, there was a proviso *that the assent of the Indians should first be obtained*, which proviso was accidentally omitted in enrolling the bill. Mr. Thompson applied at the treasury for the money on the 7th March last, but before it was obtained the fact that the proviso which passed Congress was omitted in the enrolled bill was made apparent, and the question of the legal effect of that clause in the appropriation bill was referred by the Secretary of the Treasury to the Attorney General. On the 21st May last that officer advised the Secretary to submit the question to the Indians, Mr. Thompson having previously agreed that it should take that course. The Secretary of the Treasury appointed Hon. Samuel Clark, of Michigan, a special agent to visit the Menomonee Indians, and to submit the question to them. Mr. Thompson had notice and attended the council, and argued his case in person before the Indians, and was replied to by the superintendent of Indian affairs; whereupon, on the 10th of September last, the Menomonees, in full council, unanimously rejected the claim, and refused to give their assent to the payment of the money to him. During the deliberations of the council, and before their final decision and judgment, Mr. Thompson set about to impeach the conduct of the superintendent, and in the letter to Mr. Clark, dated 8th September, which is among the papers, charged that officer with improper interference, with exercising his official influence to coerce the Indians to reject the claim, and that by various improper acts and arts on the part of the superintendent, "led to the indecision of the Indians in the council" of the previous day. On the 19th of October last, Mr. Thompson wrote a very elaborate letter to the Secretary of the Treasury, which is among the papers, making new, and reiterating the same charges against the superintendent, and to corroborate them, filed with the Secretary sundry ex parte affidavits. He also obtained a communication from Mr. Charles A. Grignon, the United States interpreter, at the time, but who resigned his office shortly after the close of the council, in which Mr. Grignon also charges the superintendent with an improper interference on that occasion.

From the report of Mr. Clark, the agent of the Treasury Department, it does not appear that Mr. Thompson's letter made any impression on him; and as he was in a position to see and know the facts, his report, it seems to me, should be conclusive, and, in my opinion, the action of the Menomonee Indians, on the 10th September last, as reported to the Secretary of the Treasury, ought not only to be considered conclusive as an expression of dissent, on their part, to the payment of the money, but should be regarded as equivalent to a repeal of the clause in the act of March 3, 1855, making the appropriation.

The reply of the superintendent to the allegations of Mr. Thompson, the statements of Mr. Grignon, and the ex parte affidavits submitted with Mr. Thompson's communications, are, in my opinion, a

complete and triumphant vindication of that faithful officer, and I regard it as fortunate for the Menomonee Indians that, at this trying juncture in their affairs, their interests are confided to him.

In his very ingenious and plausible letter to you of the 19th January, 1855, which he declares to be "*a plain and succinct statement of facts*," and which is now, by his request, of file in this bureau, having been prepared in reply to the paragraphs in my annual report of November 25, 1854, in relation to the case, in his memorial to Congress for relief, presented on the 11th day of the same month, and in communications to the Attorney General, while the case was pending before him, and which are among the papers, and in a letter to the Indians, dated the 7th of March last, Mr. Thompson reflects upon me for my action in the case, and charges me, in various forms of expression, with prejudging it, with oppressive conduct and unkind feeling toward him, and even tells the Indians that I "hate" him because he is their friend. In view of which, and the fact that he appears to be unwilling to acquiesce in the decision of the Indians' council of the 10th September last, I feel called upon, not only to defend and vindicate my official action, but to present to your view the true facts in this most extraordinary case, from the time that Mr. Thompson first became connected with the Menomonee transactions until the case for compensation for his services was submitted to the Indians by Mr. Clark.

This I will do as briefly as I can.

The Menomonee Indians, on October 18, 1848, ceded to the United States all their land in the State of Wisconsin, wherever situate, the government guaranteeing to them a new home in Minnesota, to contain not less than 600,000 acres, and agreeing to pay them the sum of $350,000 for the cession in Wisconsin. The Indians were to remain upon the ceded country for two years after the date of the treaty, if they desired, and until the President should notify them that the same was wanted. The United States was to pay the necessary expenses of a suitable delegation, to be selected for, and to explore, the new country assigned to the Indians.

There was to be paid out of the $350,000 the sum of $30,000, to enable the Indians to arrange and settle their affairs, or in other words, to pay the debts of the tribe to their traders, and $40,000 more to certain persons of mixed blood. These sums were to be paid as soon as the same should be appropriated by Congress, and they were paid as stipulated. Various provisions of a beneficial character were made, by which the further sum of $80,000 was set apart in the treaty, and all of which were connected with their removal, subsistence, &c., and no part of which sum of $80,000 could be expended until the removal commenced. The residue, amounting to $200,000, was to be paid to them as annuities are paid, in ten equal annual instalments, commencing with the year 1857, when their annuities under the treaty of 1836 would cease.

In the spring or summer of 1850 a delegation of the Indians visited the Crow Wing country in Minnesota, and being dissatisfied with it, after their return to Wisconsin visited Washington, to inform the President that the new home was not such as they desired, and to

arrange with him to remain in Wisconsin. They arrived in this city about September 1, 1850, accompanied by William H. Bruce, the sub-agent; William Powell, United States interpreter; Rev. F. J. Bonduel, the missionary among them; George Cown and John B. Jacobs, Indian traders; E. D. Gumaer, Charles A. Grignon, and perhaps others.

On the 9th day of September, 1850, the delegation executed, as appears from the papers filed by Mr. Thompson, a power of attorney, by which he was constituted the true and lawful attorney of the Menomonee tribe of Indians, and authorized and empowered to act for and in the name of said tribe, in the prosecution of their claim for additional compensation from the United States for their lands in Wisconsin, and for the wrong done them by the treaty of October 18, 1848. The instrument was "witnessed by John B. Jacobs, Indian trader, and F. J. Bonduel, superintendent and pastor among the Menomonees," and has this endorsement upon it: "Done in the Indian Office, this 9th September, 1850. A. S. Loughberry, acting commissioner." It does not appear, either from the endorsement of the acting commissioner or from the attestation of Jacobs and Bonduel, that it was interpreted to the Indians. This instrument is filed by Mr. Thompson at the Treasury Department, among the papers, and the three following described instruments are also filed there by him, all of the papers being the original ones:

1st. Another power of attorney, purporting to be made by the chiefs, headmen, and warriors, in a common council of the Menomonee nation, at Lake Paw-aw-hay-kon-nay, in said nation, on February 15, 1851, and ratifying and confirming the one of September 9, 1850. This instrument is attested by F. J. Bonduel, "superintendent and missionary," George Cown, John B. Jacobs, "interpreter," Talbert Prickett, "interpreter," and Edward F. Sawyer, W. G. Ewing, jr., and George F. Wright, who certify, that "in their presence it was interpreted and explained to *the said chiefs in council* before it was signed by them." The register and receiver of the land office at Green Bay certify that twelve of the principal chiefs of the nation, whom they name, did, on February 28, 1851, at Green Bay, acknowledge the instrument as their act and deed as the chiefs of the nation, the same having been fully explained and interpreted by John B. Jacobs and Talbert Prickett, interpreters sworn for that purpose; and William H. Bruce, United States sub-agent, and William Powell, United States interpreter, certify, that on March 10, 1851, at Lake Paw-aw-hay-kon-nay, "the greater part of the within named principal chiefs and headmen," after having the foregoing power of attorney read and fully interpreted and explained to them, did acknowledge their signatures as being their free act and deed, without any undue influence having been made use of on the part of any one.

2d. An instrument, purporting to be executed at the same time and place, and by which the Indians agree to give to Richard W. Thompson the one third part of the amount he should recover from the United States for them. This instrument is attested by F. J. Bonduel, superintendent and missionary, George Cown, John B. Jacobs, interpreter, Talbert Prickett, interpreter, and Edward F. Sawyer, who certify, that in their presence, the same was "interpreted and

fully explained to said chiefs in council before it was signed by them, and the compensation to their attorney fixed by them." George F. Wright, a notary public, under his official signature and seal, on the 17th of February, 1851, at Winnebago county, Wisconsin, certifies that "this day the chiefs, headmen, and warriors of the Menomonee nation of Indians, who have in national council assembled, signed the foregoing and aforesaid instrument, had the same freely interpreted to them in my presence, and did thereupon acknowledge the same to be their act and deed, for the purposes therein mentioned." The register and receiver at Green Bay certify on the 28th February, 1851, at Green Bay, that they "heard the foregoing agreement with Richard W. Thompson read and fully explained and interpreted by John B. Jacobs and Talbert Pricket, interpreters, sworn for that purpose, to a delegation of twelve of the principal chiefs of the Menomonee nation, whose names are subscribed thereto;" and they acknowledge the same to be their act and deed, as chiefs of the nation, for the "purposes therein expressed." A similar certificate of the sub-agent and interpreter, Messrs. Bruce and Powell, dated the 10th March, 1851, to the one attached by them to the power of attorney, is attached to this instrument. And there is accompanying it a statement signed and sworn to by F. J. Bonduel, superintendent and missionary, George Cown, John B. Jacobs, and Talbert Pricket, before George F. Wright, on the 17th day of February, 1851, at Winnebago county, Wisconsin, that they were present at a national council of the Menomonee Indians, held at Paw-aw-hay-kon-nay, on the 15th of February, 1851, and heard read and explained to the chiefs, headmen, and warriors of said nation, a letter from Richard W. Thompson, their attorney, in Washington, dated January 18, 1851. In said letter the said Thompson expressly said to said Indians, that "he would not name any sum to be paid him by said nation for his services as their attorney, but that he left that to be determined by the chiefs, headmen, and warriors themselves, as he told their delegation in Washington he would do. Thereupon the said chiefs, headmen, and warriors consulted together among themselves and agreed to give said Thompson 33⅓ per cent., or one third part of whatever he should recover from the United States for them, by virtue of the agreement now existing between them and him. We also state that they were not influenced to this determination by any persuasion, or by the employment of any artifice whatever, but that the same was their voluntary act, and was perfectly well understood by them all. We saw them execute the agreement and power of attorney to said Thompson of their own accord, which agreement bears the same date herewith," (February 17, 1851.)

3d. An instrument of writing, purporting to be the act of the chiefs and headmen of the Menomonee nation of Indians in general council assembled, dated October 14, 1854, in which it is recited that on the 9th of September, 1850, at Washington city, before the Commissioner of Indian Affairs, a deputation of the chiefs and headmen employed Richard W. Thompson to act as the attorney of said nation, in endeavoring to prevent their removal west of the Mississippi river, and in the prosecution of a claim against the government for additional

compensation for the land sold by the treaty of 1848, and that the nation did, in general council assembled, on the 15th of February, 1851, ratify and approve of the appointment and employment of said Thompson, and "whereas, on the 15th of February, 1851, we, the chiefs, headmen, and warriors of our said nation, in general council assembled, of our own free will and accord, and with the consent of said nation, made our certain agreement, by which we promised that the said Thompson should have and receive thirty-three and one third per cent., or one third part, of whatever sum should be allowed our nation by the United States, in addition to what was allowed our nation by the said treaty of October 18, 1848, for the faithful fulfilment of which agreement we, the said chiefs, did then pledge the honor and faith of our said nation, by the authority of the whole nation; and whereas our said attorney has attended faithfully to the business aforesaid, since the 9th day of September, 1850, and has secured to us a home upon Wolf river, in Wisconsin, where we now live, and has obtained the consent of the legislature of Wisconsin that we may remain here; all of which services have been rendered without the payment to him of a single dollar by our said nation; and whereas we have lately made a treaty with the United States, by the provisions of which, and the amendment thereto, our nation is allowed, in addition to what they were allowed by the treaty of 1848, the sum of 242,000, or thereabouts, now, therefore, we the undersigned, the chiefs and headmen of the Menomonee nation of Indians, in general council assembled, do hereby again ratify and confirm and recognize our said contract and agreement with our said attorney, and do hereby request our great father, the President of the United States, and the Congress of the United States, that he and they will pay, or cause to be paid, to our said attorney, Richard W. Thompson, the one third part of what is allowed our nation by the aforesaid last named treaty, to be paid him in money, at the city of Washington," &c. The conclusion of this instrument is in these words: "*Done in general council, at the Falls of Wolf river, this 4th day of October*, 1854." This instrument is attested by William Powell, interpreter; William Johnston, interpreter; John G. Kittson, Talbot Pricket, George Cown, Alexander Grignon, and John L. Williams, who certify that: "We understand and speak the Monomonee language, and that the aforesaid instrument was fully interpreted to the chiefs and headmen of the Menomonee nation, in general council, on the 4th of October, 1854, at the Falls of Wolf river, and that they signed the same of their own free will and accord, fully understanding the contents thereof." In addition, another certificate is attached, signed by G. F. Wright, Daniel M. Whitney, G. D. Gumaer, and W. R. McKean, in which they certify thus: "We were present and heard the aforesaid instrument explained by William Powell and William Johnston, interpreters to the aforesaid chiefs and headmen, and that the same was signed by them of their own free will and accord."

I have thus referred to and given the substance of the original instruments or agreements which Mr. Thompson has filed in the Treasury Department, and all which are among the papers, and which

he claims to have been made in good faith for the purposes and objects therein stated.

I shall have occasion to refer to them again.

In his memorial to Congress for relief, Mr. Thompson states his case at great length. I will endeavor to compress the main points of it here, as I will have occasion to examine them in this connexion.

He says, in substance, that when the Indians called upon him to aid them, he declined to do so unless with the consent of the proper officers of the government; that he obtained that consent, and that his first power was executed before the then acting Commissioner of Indian Affairs; that, at *that time,* there was a *standing rule* of this office which recognized the right of an Indian tribe to transact its business by attorney; and the opinion of the Attorney General had then been given to the same effect; that *both* these concurred that, where an attorney acted for a tribe, and his contract was fairly made and his services rendered accordingly, he should be protected by the government; that he made his agreement under the law and practice then existing, and had a right to rely, as he did rely, on them for protection. He states that he got the President to postpone the time of removal of the Indians, and arranged temporarily with him, and permanently with the State of Wisconsin, for the Indians to remain there; that he was instrumental in causing an exploration of the country to be made with reference to their location; that he carefully prepared their case, but, doubting the sufficiency of his first power, and anxious to conclude all the business by treaty, sent to the Indian country to procure additional authority, so as to enable him to agree upon a treaty, or the preliminaries of one. This authority was given him by a new power of attorney, executed in the Indian country by the chiefs and headmen of the nation, February 15, 1851; and in the same national council in which they executed the new power, he states that they also executed an agreement whereby they promised to pay him one third part of whatsoever sum should be allowed them by the United States. He says these two last named papers were *executed* after he had made his argument before the Secretary, and *before* the decision of the Commissioner, so that, at the time he made his original argument, he had no other reliance than the liberality of the Indians. He states that copies of these two last named papers were transmitted by the sub-agent to the Commissioner of Indian Affairs, in an official letter, dated March 22, 1851; that, after the execution of them, "*there was nothing more to be done in the Indian country to prepare the case or affix the compensation.*" The latter was done by the agreement, and the case was made up and submitted to the Secretary, and by him referred to the Commissioner of Indian Affairs. He states that he obtained a report from the Commissioner on the 23d April, 1851, in favor of the Indians, for $221,840; that the Secretary of the Interior, on the 25th April, 1851, affirmed the general views of the Commissioner, but declined to make a new treaty, deciding that the case should be sent to Congress; that he took the case to the President to obtain his consent to make a new treaty; that the President declined to disturb the decision of the Secretary; that he employed men, at his own expense, to visit the capital of Wisconsin, and,

hrough their instrumentality, succeeded in getting the consent of the egislature for the Indians to remain in the State; that he brought ıeir case before Congress, and succeeded in getting an item in the ıdian appropriation bill giving to the Indians the sum of $221,840, ıd that it passed the House but failed in the Senate; that, at the ext session, he was instrumental in causing a resolution to pass the nate, instructing the Indian Committee to inquire what amount was stly due these Indians, *and the papers prepared by him* were referred the committee; that the committee expressed the opinion that there ıs due the Menomonees $1,083,807 84, which was according to the ıe state of the account, but, for reasons, the committee reported that 13,515 36 was the least sum justly and equitably due from the ıited States to the Indians; that an amendment was moved to the dian bill, but it being late in the session when the bill came up, it ıs suggested to be, and was on that account, withdrawn; that, on e 2d July and 23d August, 1853, he wrote to the Commissioner of dian Affairs, proposing consultation and the making of a new treaty; ıt he waited with patience for an answer to his propositions, but eived none; that, in April, 1854, he came to Washington to again ing the case before Congress, and learned, to his surprise, that the perintendent in Wisconsin had been instructed to make a treaty with e Indians. That he went to Milwaukie to have an interview with e superintendent before the treaty was made; that he had an interew with that officer on the 17th of April; that the superintendent ıuld give him no information, except that he would not be permitted go into the Indian country, nor would he recognize him or anybody ıe as attorney, or suffer him or anybody else to talk to the Indians ıout the proposed treaty; that he resolved not to put himself in conct with the authorities of the government, and returned to Washgton. That when the treaty of May 12, 1854, was before the Senate, took steps to enlighten that body, and, without being able to state ıat effect his efforts had, the Senate amended the treaty by adding ereto $92,000, additional to the sum of $150,000 which it stipulated pay them; that he went to Wolf river, and, on the 4th October, 54, the Indians, in a council, executed the memorial to the Presint and Congress, requesting that he be paid one third part of the m allowed them by the late treaty, according to their agreement of ebruary 15, 1851; that a duplicate of the same was presented by the ıdians to the superintendent, in council, and that his report shows ıat he endeavored to cause the Indians to repudiate it; that the ıdians insist upon the inviolability of their contract with him, and ık Congress to give them the power to comply with it.

Such, in brief, is Mr. Thompson's memorial, but his statements are ıuched in such fanciful colors, and told in such a plausible way, that ı impression would be made by the perusal of the memorial, when ıken in connexion with his "plain and succinct statement of facts," hich he printed and laid on the desks of members, that the governıent had not only "cheated," but abandoned the Menomonees, and ıut for his kind and benevolent conduct towards them, they must have erished. He says, indeed, that at "his own private expense" gendemen of high character and intelligence were employed to visit the

capital and obtain the consent of the legislature of Wisconsin that the Indians might remain there; and that he paid those gentlemen a reasonable compensation for their loss of time from their private affairs, and their expenses. He says: "This, there was nobody else but the undersigned to do, either by himself or others. The government would not, nor could the Indians do it;" and he was himself so much occupied with their business here, that he could not go to Wisconsin in person. Indeed it would be difficult, from the perusal of Mr. Thompson's "plain and succinct statement of facts," and his memorial for relief, to avoid the conclusion that all the officers of the government connected with Indian affairs, were not only derelict in duty, but in the case of the Menomonee Indians were regardless of all the obligations of humanity. Mr. Thompson will not question my statement when I say that the means of knowing the action of the Indian office, in relation to the Menomonees, during the time that he professes to have been constantly at work as their agent and attorney, are within my reach; and he has assured you, with great confidence, but for a different purpose than that for which I propose to use it, that I had upon the files of this office the case as made by him. He asks you these questions: "But how did he (I) find out that anything was due them? Was it not by reference to the case made by *me*, and placed upon the files of his office? Had he any other evidence there to act upon, than what was placed there by me? I think not. The treaty of 1854 is, therefore, the result of my labors." It will thus be perceived that all the facts necessary and proper to form a correct judgment of the services performed by Mr. Thompson, for the Menomonee Indians, has been at all times within the reach of the Commissioner of Indian Affairs, and that if he had ever submitted a proper claim for services actually rendered to the Indians, in good faith, the means of determining the value of them were also at hand. There was a regulation of this office on that subject, by which, in proper cases, a *rule* for compensation was fixed, but not a standing rule, backed by the opinion of the Attorney General, in relation to attorneyships, such as Mr. Thompson alleges in his memorial. His alleged "agreement" of February 15, 1851, was not made under any such law and practice as he states, *nor was that agreement ever recognized by either the Commissioner of Indian Affairs, or Secretary, or President. None of Mr. Thompson's statements on that subject are in accordance with the facts as they appear on the files of this office.* Neither the power of attorney executed here on the 9th September, 1850, nor the power alleged to have been executed at Lake Paw-aw-hay-kon-nay, on the 15th February, 1851, contain any provision for his compensation. He was communicated with by the Commissioner and the Secretary of the Interior, as attorney for the Menomonees, but I deny that any evidence exists that his alleged subsequent "agreement" with them, by which he was to receive a third of all their money recovered, was ever recognized by an executive officer of the government, or that a *true* copy of it was ever in the possession of this office. Independent of the fact that such a contract or agreement as the one referred to was against public policy, and therefore void, the "standing rule" of this office, as prescribed by the Secretary of War on the

1st October, 1846, was expressly against all such transactions, and the object of that "standing rule" was to protect the Indians against the very serious evils which had grown up under the opinion of the Attorney General to which Mr. Thompson refers, which opinion was some six years *older* than the standing rule; the *latter* having been adopted to correct the evils arising under the *former*. That rule declared that the practice should be discountenanced, and directed that the Commissioner should notify "all superintendents, agents and sub-agents of the Indian Department that it will be, and direct them to give the Indians under their charge clearly to understand that hereafter all their claims, wants and wishes should be communicated to the department through them, when they will be promptly attended to and full justice done them." The "standing rule" concludes thus: "Should any Indian or Indians, however, *notwithstanding the above determination, persist in giving powers of attorney, no part of the sum which may be recovered thereupon will be paid to the persons holding them, except such an amount as under the circumstances of the case may appear to the department to be just and fair compensation for their trouble and expense.*" Such was the "standing rule" when Mr. Thompson had his power of attorney executed "in the Indian office," and in a case of services, in good faith, all that he could ever have claimed under the rule was a fair compensation for his "trouble and expense," which I suppose would include a reasonable sum for professional services fairly and faithfully rendered in a proper case. But Mr. Thompson, *knowing all this perfectly well*, did not rely upon that rule or regulation, but got up an alleged "agreement" with the Menomonees, *in violation of it* and without the knowledge of this office, to pay him one third part of what he should recover, relying upon his powerful influence and high social and political position to sustain what *he* would call a contract.

I have no reason to doubt that Mr. Thompson did apply himself to the subject of this claim, that he did endeavor to obtain the authority of the President to cause a new treaty to be made with the Indians; that he also submitted arguments before the Executive Department and before Congress in relation to it. The files of this office are conclusive on these points, and show that the Commissioner of Indian Affairs, on the 23d of April, 1851, made a report upon the Menomonee case, and expressed the opinion that the government ought to pay the Indians the sum of $221,840 in addition to the sum stipulated to be paid them by the treaty of 1848, for the lands ceded thereby; and that this sum should be paid them *as additional annuity properly applied*, with which he believed they would be content. From an examination of the journal of Congress of the sessions of 1851–'52, and 1852–'53, I am also satisfied that the House did, at the session first named, insert a clause in the Indian bill, providing to pay the Menomonees the sum of $221,840 as additional compensation for the lands sold by them by the treaty of 1848, and that the same failed in the Senate. I am also satisfied, that at the next session, an amendment was proposed to the Indian bill in the Senate to pay the said Indians the sum of $613,515 36, as additional compensation for

the lands ceded by them by the treaty of 1848, and that after some debate that amendment was withdrawn.

The facts, however, in relation to the action of the Indian office, in the affairs of the Menomonees, and the services rendered to them by Mr. Thomson during the whole time stated in his memorial, appear to me to present a different case from that alleged by him, and lead me to a different conclusion from the one to which he arrives, in some very important particulars. The effect of the action of the office upon the true interests of the Indians as contrasted with his services, however valuable he may have regarded them, will be made apparent before I close this report.

In his memorial for relief he states that the first object desired by the Indians was to get rid of that provision of the treaty of 1848 which provided for removal west of the Mississippi, "as the country there contains nothing upon which they could subsist, and was in the immediate neighborhood of their powerful and warlike enemies," and that he "*succeeded in getting the President to issue an order postponing the time of their removal, so as to give him additional time to see if some arrangement could not be made for their permanent location in Wisconsin.*"

In reply to this statement I have to remark, *first,* that this was no part of the business for which the Indians, by their instrument, executed "in the Indian office," constituted him their true and lawful attorney. By that instrument he was constituted their attorney to prosecute a claim for additional compensation for lands sold by them to the United States by the treaty of 1848; but there is not one word or syllable in it in relation to their removal or non-removal, or about any arrangement to be made for their permanent or temporary location in Wisconsin; and *second,* except to provide the means for and send a delegation to explore the country in Minnesota, and which delegation had then come to Washington to report the result, and to state to the President that the country did not suit them, no steps had been taken towards their removal; and the story that Mr. Thompson succeeded in "getting the President to issue an order postponing the time of their removal," as though everything was in motion and the Indian office determined to force these Indians into a country where they could not subsist, and where they must be destroyed by their powerful and warlike enemies, is a mere invention, a fabrication, and one which, having, no doubt, served its purpose on more occasions than one, in managing these poor unlettered savages, is unblushingly put forward in a memorial to Congress, and made the foundation stone of a claim against the Indians for professional services. At the time that Mr. Thompson states he succeeded in getting the President to issue this humane order, the facts show that no arrangements had been made to remove the Menomonees, and that if they had desired to be removed that fall it would not have been within the power of this bureau to have gratified them. But the time stipulated by the treaty within which they were to remove from the ceded country had not then expired, and as indicating the policy of the government, and how far it was likely to exercise coercive measures to compel the Menomonees to remove against their consent, after the expiration of

the stipulated time, I may here remark that in the fall of 1848 a treaty was also made with the Stockbridge Indians, by which they ceded their lands on Lake Winnebago, in Wisconsin, to the United States. These lands were adjacent to the Menomonee cession, and there were reasons equally as strong, if not stronger, for their speedy removal from them to a new home west of the Mississippi, than there were for the removal of the Menomonees. Such a home was provided for them by the treaty, and they bound themselves, as the Menomonees did, to remove to it within two years after the ratification of the treaty. As in the case of the Menomonies, a delegation of Stockbridges visited their new home and were not satisfied with it, and although they have not at any time had the valuable services of Mr. Thompson as attorney, and although the treaty stipulation is now in full force requiring them to remove, they are still on the ceded land at Lake Winnebago. As, however, Mr. Thompson states that gentlemen of high character and intelligence visited Madison, Wisconsin, at his expense, to obtain the consent of the legislature for the Indians to remain in the State, and that, in addition, he paid them a reasonable compensation for the service, I would be pleased at any time to place on file, for consideration, the vouchers from those gentlemen for the money paid them by Mr. Thompson.

The next step which Mr. Thompson took was to obtain the consent of the Secretary and President to make a new treaty, but in this he admits he failed.

I will now call your attention to the action of Congress on this claim for additional compensation for the lands ceded by the Menomonee Indians in 1848. The discussions in the Senate are very interesting. The treaty of 1848, the manner in which it was made, and the quantity of land ceded thereby, and the nature of the claim which Mr. Thompson had brought before Congress, were all fully discussed. I can notice them but briefly. The House of Representatives having amended the Indian bill, by attaching a clause to pay the Menomonees the sum of $221,840 as additional compensation for the lands sold by them by the treaty of 1848, the same was under discussion in the Senate on the 29th July, 1852.

Mr. HUNTER said: "The claim of the Menomonee Indians is founded upon the charge of fraud, and the further allegation that there was an inadequacy of consideration; that having sold so much of the land they ought to have received more than was given them under this treaty. There is no pretext of doubt in relation to the construction of the treaty itself. It is clear and specific. The present Commissioner of Indian Affairs, in examining the testimony, came to the conclusion that fraud could not be imputed to the commissioner who negotiated the treaty; and he came to the conclusion that the treaty bound the Indians; that it was a contract of hazard; but he also said that so far as the Indians were concerned, it was a hard bargain, and in order to rectify it he proposed to go back to the provisions of the former treaty, the treaty of 1831, under which the President was allowed, without any further treaty, without the necessity of negotiating this last treaty, to remove the Indians from those lands and make them such further allowances, *in the shape of annuity*, as he might

think to be just and proper; under the authority derived from the Indians by the treaty of 1831, the Commissioner of Indian Affairs came to the conclusion, *that the Executive had the power to settle this question.*" He said, "This appropriation, the Committee on Finance, after a careful consideration, determined ought to be stricken out. We were of the opinion that it ought to be stricken out, because if we go upon such testimony as this, if we set aside treaties thus made by our officers; treaties in relation to whose construction there can be no sort of doubt, we may go through the whole catalogue of Indian treaties and set them all aside. We lay the foundation for new claims in relation to almost every Indian treaty which has ever been negotiated." He said further, "Suppose we make the appropriation, will the Indians get the benefit of it? Is not that one objection to making these appropriations in gross? *So strongly does the Commissioner of Indian Affairs seem to feel this, that he recommends that whatever additional compensation is given them should be given in the shape of annuities from year to year.*" He alluded to the contract which the Indians had made, to give one agent one third of the amount which they were to receive, and says: "The fact that they should have made so improvident a contract is proof that it would be throwing away the money to appropriate it in gross, as proposed to be done here. If we do give them additional money, it ought to be done with such safeguards as would secure the enjoyment of it by the Indians themselves."

The chairman of the Indian Committee said that "the matter was before the Committee on Indian Affairs in 1848, when the treaty was submitted to the Senate. The charge of fraud and mistake was then investigated by the committee and the Senate. Charges were made, letters were written, and memorials were sent on against the ratification of the treaty. Specifications were sent forth against the conduct of the commissioner who negotiated the treaty. We gave it a close investigation; and Commissioner Medill, upon every charge and upon every specification, proved them to be entirely false by the very best men in Wisconsin." "But suppose there was a mistake, and I am willing to admit that perhaps the Indians at the time were not fully aware of the extent of their claim, *this is not the time to make an appropriation.*" "They have no use for it, and I think the government will be acting very foolishly to make the appropriation and place it in the hands of the Indians or *their* agents, whosoever they may be." Many senators spoke, and the subject was very fully discussed.

Mr. WALKER said: "I entirely concur with the chairman of the Committee on Finance and the chairman of the Committee on Indian Affairs in the sentiments they expressed. I think the item ought to be stricken out of the bill. That we acquired more lands from the Menomonees by the treaty than was contemplated by the government at the time I have very little doubt; but I am not aware that in the negotiations with these Indians, or with any other of the tribes, we have been at all times particular to ascertain the precise number of acres, and then pay the Indians per acre for what they concede." He said: "It *occurs to me* as it may have occurred to other senators, that the lips of the chairman of the Committee on Finance have given utterance to one reason which ought to determine us against it, and

that is, *some person has, at one plunge, at one grab, secured one third of the whole amount which these Indians may get either at this time or hereafter*. And, it seems to me, this is not all; but that a member of one branch of the government is also to pocket $30,000 out of this appropriation, if it should pass. This has been intimated to me, and I heard it in such a manner that I think it may be fully proved."

A SENATOR. To what branch of the government does that person belong?

Mr. WALKER. "To the legislative branch." Without referring further to the debate, I may state here that the amendment was voted out, and an amendment by Mr. Hunter was adopted in its stead. That amendment, Mr. Hunter stated, "was drawn up at the Indian Department, and suggested by the Commissioner of Indian Affairs, and is designed to meet this (the present) state of things." That amendment, which was adopted and became a law, appropriated $25,000 to remove the Indians to the country on the Wolf and Oconto rivers, which the superintendent had designated for them after exploration. Mr. Hunter further said that the arrangement was not proposed as permanent, unless the legislature of Wisconsin should consent. "*The Commissioner of Indian Affairs tells me* (says Mr. H.) *that he believes it to be the wish of the people of Wisconsin to have them settle there.*" Now this reference to the action of Congress shows that, at that time, the Commissioner of Indian Affairs had a policy of arranging the matters of the Menomonees different from that of Mr. Thompson, and that he even had an opinion as to the wishes of the people of Wisconsin in relation to the residence of the Indians in the State, and that the Indian Bureau had caused the exploration of the country on the Wolf and Oconto, where the Indians were removed with $25,000, and where they still are; and it appears further, that Congress regarded the views of the Commissioner, and rejected those of Mr. Thompson. *Congress did more.* It attached to the very bill upon which Mr. Thompson sought to engraft his appropriation of $221,840 for additional compensation, and which bill passed, soon *after* this debate and action on the Menomonee claim, a clause that no part of the appropriations made by that act "for the benefit of any Indian or tribe, or part of a tribe of Indians, shall be paid to any attorney or agent of such Indian or tribe, or part of a tribe, but shall in every case be paid to the Indian or Indians themselves," *per capita*, unless the imperious interests of the Indians or some treaty stipulations require a different mode of payment. "Nor (to use the words of the act) shall the executive branch of the government, now or hereafter, recognize any contract between any Indian or tribe, or part of a tribe, and any attorney or agent for the prosecution of any claim against the government." Thus Mr. Thompson's "contract" was *repudiated* by an amendment placed upon the Indian bill, which was well understood at the time to be made expressly for that purpose. On the 3d of March, 1853, being the last day of the next session, Mr. Walker, having in February previous made a report in the case in the Senate, did propose an amendment to the Indian appropriation bill, providing to pay the Menomonee Indians $613,515, in full of this claim for addi-

tional compensation for the lands ceded by the treaty of 1848. Mr. Walker also provided, by his amendment, that out of this sum there should be *first* paid "*such debts and demands of and upon such Indians as they shall, in the presence of the proper local agent or superintendent, expressly admit and sanction as just and due, in a council to be called for that purpose after the passage of this act and the notification thereof to them; and of the amount hereby appropriated for their benefit, a true and correct list of which debts and demands, with a statement of the general character of each, properly certified by such agent or superintendent, shall be forwarded to the President of the United States, who shall order the same to be paid out of this appropriation, if he shall be satisfied that the same were freely and voluntarily admitted and sanctioned as aforesaid.*" As there do not appear to have been any new facts presented to the Senate, I am not aware of the ground of Mr. Walker's change of opinion as to the justice of this claim, or rather as to the astonishing increase in its amount, it being at the previous session only $221,840, and now thought to be $613,515. The former session Mr. Walker was opposed to the smaller sum being paid "in gross," as, by doing so, *he* said, you do not benefit the Indians but "*fill the pockets of others.*" In the latter case and the larger sum, *he* proposed to pay it "*in gross,*" and to make the first charge upon it *the payment of debts and demands against the Indians.* Sundry senators spoke on the amendment. Mr. Pearce opposed it. Mr. Bell said, "I would recommend its withdrawal," and it was withdrawn. Mr. Walker suggested to senators that his report, the maps, &c, be examined, &c., during the recess.

It thus appears that both the executive and legislative departments of the government had failed to perceive the wisdom of Mr. Thompson's plans for the relief of the Menomonee Indians, and that I was not the first officer who had distrusted them. And it further appears that, in addition to the alleged agreement being in violation of the "standing rule" of this office, it was proscribed and repudiated by express statute.

He mentions in his memorial, as among the services he had rendered these Indians, that, after the adjournment on the 3d of March, 1853, he had an interview with me, and proposed to arrange the matter by treaty; and that, on the 2d July and 23d August, 1853, he wrote to me, bringing the business before me; that, in the first letter, he proposed the making of a treaty, and informed me that he had authority to conclude one, but expressed a willingness to yield to my views as to the best plan of accomplishing the object; that, in the last one, he inquired if it would be agreeable to me for him to meet me at either one of several cities while I was in the west, to confer together upon the subject, and states that "he has not yet received an answer to either of these letters." In response to that, I have to state that I did reply to his letter of the 2d on the 25th July, 1853, and informed him that the department had come to no conclusion as to when a treaty would be entered into with the Menomonees, "nor what changes in the treaties now existing with them will have to be made in consequence of the change of residence from that which was provided for them upon Crow Wing, but will receive and duly con-

sider any views or propositions which you may see fit to offer upon the subject." I did not address Mr. Thompson as attorney for the Menomonee Indians; but as "Hon. R. W. Thompson, Terre Haute, Indiana." In relation to his second letter, I may state that I left Washington on the 27th August, and did not return until the latter part of October, which fact he *well knew* when he made the statement in his memorial. And, during my absence west, he had an opportunity of making the inquiry in person, which, he says, his letter of the 23d of August contained, for he and myself travelled in company several hundred miles on the Missouri river, on the same boat, in the month of October of that year, and before I had touched at any "one of several cities," and *he never mentioned the subject of the Menomonee claim to me*, although we were thus together not less than three days! Why Mr. Thompson did not bring the case of the Menomonees before me then, and invite the conference which, he says, he had proposed in his letter of the 23d August to have with me, in either one of the several cities while I was in the west, he has not stated. While in Nebraska I had seen Mr. Geo. W. Ewing, and Mr. Thompson had been prospecting in that region about the time I left there, and it is not a violent presumption that Mr. Ewing had informed him of some facts which were disclosed to me while among the Indians there, and which were not calculated to increase my confidence in either of these gentlemen in relation to matters connected with Indian affairs. His statement to Congress that I did not answer either of his letters, can therefore be regarded in no other light than a fabrication of his own invention, intended to produce the impression that I was guilty of official discourtesy, and thus prepare that body to believe his story, that I had prejudged his case.

In the month of April, 1854, nine months after, I informed him that the department would consider any views or propositions he had to make, but after I had been to the Indian country and learned some of the mysteries of Indian claims, claimants, and attorneyships therefor, with your approbation instructions were issued to the superintendent in Wisconsin to make a supplemental treaty with the Menomonee Indians, and on May 12, 1854, an instrument was agreed upon by which the pecuniary and other beneficial provisions of the treaty of 1848 were continued to them, and an exchange of land made with them, and a home confirmed to them in Wisconsin; and $150,000 agreed to be paid them, in addition to the sum guaranteed to them by the treaty of 1848, the new payments to commence in 1867, when the annuities under the treaty of 1848 will cease. The Senate added the sum of $92,000, which makes the additional sum to be paid these Indians $242,000. Mr. Thompson has stated that the supplemental treaty was a secret affair; that no white person was permitted to be present, and that the payments were deferred until 1867 to prevent him from obtaining pay for his services. His partner, Mr. Ewing, has written to other Indian tribes that I had a secret treaty made with the Menomonees, and cheated them out of "$371,540." And Mr. Petit stated on the floor of the Senate that the treaty of 1854 was a secret treaty.

Now, as to this statement, it is only necessary to remark that the

treaty was fairly made in open day; that many persons were present, and that its execution was attested in the presence of John V. Suydam, sub Indian agent; Charles A. Grignon, United States interpreter; H. W. Jones, secretary to the commissioner; Charles H. White, deputy United States marshal; H. M. Cady, William Powell, John Wiley, and H. L. Murray. Mr. Jones, the secretary, was the former clerk of the superintendency, and a friend of Messrs. Thompson & Ewing, and the papers in this case show that William Powell, Charles A. Grignon and H. L. Murray are devoted to the interests of those gentlemen.

As to the wisdom of deferring the payments under the treaty of May 12, 1854, it is only necessary to observe that the payments of the annuities under the treaty of 1836 do not cease until the year 1857, when those under the treaty of 1848 begin, and that they run until 1867, when those of the last treaty commence; that the current annuities are ample for all needful purposes, and that to have made the payments commence at an earlier period, as in the case of the appropriation of the lesser or larger sum, which Mr. Thompson asked Congress to pay "in gross," would, as Mr. Walker well said on the 29th of July, 1852, on the floor of the Senate, when opposing the smaller sum, be only to "fill the pockets of others."

It will be perceived from what I have already stated, that the policy of the Indian Bureau in relation to the Menomonees was a uniform, consistent and successful one, terminating with the treaty of May 12, 1854, and was in direct conflict, all the way through, with Mr. Thompson's plans, which terminated with his abortive effort to obtain $613,515 36 "in gross," with a *first* lien upon that sum in favor of debts and demands against the Indians, as provided by the amendment of Mr. Walker to the Indian bill on the 3d of March, 1853, and for which his alleged "agreement" of February 15, 1851, ratified and confirmed, as he claims by the memorial of October 4, 1854, if he could have enforced them (which he was willing to do) would have placed in his pocket the sum of $80,895 33 for professional services in the case, and in the pockets of the Messrs. Ewing, Bonduel and others, designated in another memorial of October 16, 1854, of the Menomonee Indians to the President and Congress, and now on file in this office, procured, attested and certified by the same parties who have at every stage of the case procured, attested and certified Mr. Thompson's powers of attorney, agreements and memorials, and which the department could not have rejected if it had sanctioned Mr. Thompson's, the further sum of $99,436 34, leaving to the Indians the sum of $63,354 33 as their share of the beneficial provisions of the treaty of May 12, 1854, provided they had not "in open council assembled," or in "full council" made any further drafts upon it in favor of such disinterested friends.

Superintendent Huebschmann transmitted to this office on the 1st November, 1854, a copy of the memorial of the Menomonees to the President and Congress, of October 4, 1854, praying that he or they would pay or cause to be paid to Richard W. Thompson, their attorney, the one third part of the money stipulated to be paid them by the treaty of May 12, 1854; and also, another memorial of said

Indians to the President and Congress, dated the 16th of October, 1854, (above referred to,) praying that he and they will cause to be paid to the creditors of the Indians or their assignees and legal representatives, as designated by said memorial and a schedule attached to the same, the further sum of $87,436 34, and by the body of the instrument $12,000 towards the support of a Roman Catholic pastor to reside among them, making the sum of $99,436 34 out of the money stipulated to be paid them by the treaty aforesaid.

Having already described the memorial of October 4, 1854, I will in the same manner set out that of the 16th of the same month. It is addressed to the President and Congress, and purports to have been made in open council by the principal chiefs, headmen, councillors and warriors of the Menomonee nation or tribe of Indians, they being a majority of said chiefs and headmen, fully competent and authorized, and with the full knowledge, consent and approbation of the Menomonee people. It declares that they have caused the annexed and foregoing schedule of their national debts to be carefully examined and made, and have satisfied themselves, and their people know and are satisfied, that they do at this time justly owe the persons and their assignees and other legal representatives the sums of money therein stated, respectively, opposite their names, and that most of which said sums were ascertained and due prior to the 18th day of October, 1848, and others prior to February 25, 1851, and all of which they are satisfied is justly owing to their said creditors and to their assignees, as therein stated. It is said to be "signed in duplicate after the same was fully explained to us in full council, the day and year as first above written," and William Powell, interpreter, William Johnston, interpreter, F. J. Bonduel, John G. Kittson, interpreter, John B. Jacobs, interpreter, Robert Grignon, S. Juneau, Lewis B. Porlier, Luke Laborde, George Cown, and Henry Tourtillotte attest its execution and certify thus: "We, the undersigned, interpreters and others, do certify that the foregoing was fully interpreted and explained by us; after which said chiefs and headmen freely and voluntarily signed the same, with a full knowledge of the purport and contents, meaning and object thereof." The sub-agent, John V. Suydam, certifies that the council was held on the 16th October at their *usual council room and pay house;* that it was a general council; that the tribe, through their chiefs and headmen, desired him to certify to their assent to the schedule and statement set forth in the exhibit and settlement which they had just made with their creditors, (their traders and others;) that they acknowledged that they had affixed their signatures thereto, with a full knowledge and understanding of their contents; and that they wished their debts all paid as therein stated. He states in the certificate that William Powell and William Johnston acted as interpreters, and that he was satisfied that the whole was fairly interpreted, and that the Indians fully understood it, and that they said, "We wish you to put your name to it and send it to the department or great council at Washington. It is our own act, and we want it paid. If these our just debts can be paid, as we wish, we will then be a happy people." Mr. Suydham signed it at the "Falls of Wolf river, on

Menomonee lands, in the State of Wisconsin," on the 16th October, 1854.

In transmitting these two papers to this office, on the 1st November, 1854, the superintendent stated that shortly after his arrival in the Menomonee country (on the 7th October) he learned that Mr. Thompson had left there a day or two previous, "after having obtained, at a meeting held at night, the signatures of the chiefs to a paper drawn by him or one of his friends. Those of the chiefs whom I asked about it did not exactly know the purport of the paper, but stated that Mr. Thompson claimed to have carried the late treaty and the amendment to it through the Senate, and from what they had been told they believed themselves to be under great obligations to him. I noticed that there were an extraordinary number of gentlemen on the pay ground, without any ordinary business; and I soon found out that there was a general movement among traders and claimants in relation to their claims against the Menomonees. Mr. Thompson had probably taken the lead, and as the good success of Robert Grignon, in obtaining an appropriation of nineteen thousand dollars for a claim against the Menomonees, had set many in the north part of the State dreaming golden dreams, Mr. Thompson had found a field well prepared for his operations, and it seems that the other claimants had assisted him to obtain such action on the part of the chiefs as he desired, with the understanding that he was to assist them in return. All these movements were under-handed, and I was not approached in relation to these claims, except that Mr. Gumaer and Mr. G. F. Wright suggested to me that it would be a good thing if claimants and Indians met and made an arrangement wiping out all old claims—"lumping it," so as to make an end of them. I answered that I would investigate anything that would be brought before me properly; that as to "lumping it," that was not my way of doing business. * * * * Oshkosh, at the council held after the payment, handed to me the memorial (of October 4) which they had signed in one of their nightly councils, a copy of which is herewith enclosed. The pretence that Mr. Thompson by his influence obtained the ratification of the late treaty, is not clearly expressed in the documents, but was firmly impressed upon the minds of the Indians. I told the chiefs that it would be news to the members of the legislature of 1852, that Mr. Thompson by his influence obtained the passage of the resolution assenting to their remaining in the State, and that the United States senators would be astonished to learn that they had ratified the late treaty at the instance of Mr. Thompson, while if he had any influence it was used in attempting to defeat the ratification of it. I told them further, that as their signatures had been obtained under false pretences, and as they had no right to grant or give any moneys which were to be applied by treaty stipulation for the benefit of their next generation, the whole transaction falls to the ground, and is null and void, with which declaration they seemed to be perfectly satisfied. On my inquiring afterwards, and repeatedly, if they had anything more to communicate to me, I was answered that they had not. * * * * * I was therefore somewhat disappointed when I opened the package from Mr. Suydam, in finding, instead of a draft of a school-house and other

lue from him, the enclosed memorial (of October 16, 1854) of
's of the Menomonees in relation to claims against their tribe."
amination of these two memorials to the President and Con-
ıd on inspection of the memorial to the latter, I observed a
things which, in connexion with the facts disclosed in some
n file in this office, led me to the conclusion that it was my
notice the subject in a public way. I had two objects in view:
fix the true character of the transactions upon the record in
way as to impress the minds of "all persons having any
in the administration of Indian affairs, whether connected
executive or legislative departments of the government now
after," with their enormity, and thus shield the Indians from
ct of such instruments in the present and the future; and
to call the attention of Congress to them "as a sample of a
ıd illustrative of the outrageous and iniquitous attempts of
ulous white men to enrich themselves out of the funds of the
," with the hope that it might induce such legislation for the
on of these helpless beings as would protect them from the
ry losses and the demoralizing and injurious effects of the
ous system of plunder which was prevailing, and by which
ian tribes who have annuities due and payable to them
y were being constantly defrauded, under corrupt and iniqui-
reements, which, in their ignorance and simplicity, they were
ne to time induced or seduced to execute, and to prevent the
ce of claims and demands against them having no foundation
or justice.

ed some of the papers in this case in an appendix to my an-
port of November 25, 1854, which I supposed would unmis-
fix its true character, and alluded to it in that report, as a
ion of considerable magnitude, and of a three-fold character,
h the government, the Indians, and the alleged or pretended
ts against the latter, were all to be levied on, and that if the
was successful, the profits were to be divided mainly between
dividuals. I said that about the same time the prosecution of
m in favor of the Indians and against the government was
ıced, a large amount of claims of traders and others were raked
nst the Indians, to be paid out of the amount recovered, al-
a fund had been set apart by the treaty of 1848, and applied
Indians to the settlement and payment of their indebtedness,
ıich was considered amply sufficient to cover all the just and
aims against them; that the compensation from the Indians
be one third of the amount recovered from the government,
compensation for the prosecution and recovery of these claims
the Indians was understood to be one half of the amount re-
; that the transactions were apparently in different hands, but
as no doubt that they were the joint and partnership operations
three individuals.

remarks in my annual report, and the papers in the appendix,
ed that the three individuals alluded to were Mr. Thompson,
Messrs. W. G. and Geo. W. Ewing, the former being the at-
to prosecute the claim against the government, in the name of

the Indians; the latter the attorneys to prosecute the claims of the traders and others against the Indians. In the appendix were several letters of a singular character, from Mr. Thompson and each of the Messrs. Ewing to Mr. Bruce, and also one from Mr. Thompson to the Indians, and one from Mr. W. G. Ewing to John B. Jacobs; also a contract between the Messrs. Ewing and Bruce, of a contingent character, and depending upon the successful prosecution of the claim against the government and the collection of the claims against the Indians, by which they agreed to pay him $10,000, and he agreed to "*aid and assist* the said W. G. & G. W. Ewing in the collection of any and all claims now in the hands of Ewing, Chute, & Co., or which they or the said W. G. & G. W. Ewing may *hereafter* procure against the said Menomonee Indians, and the said Bruce agrees to place no obstacle in the way of their collection, and is to aid and assist said firm, when called on, in procuring such other claims as they have not yet secured; and the said Bruce also agrees to and with the said W. G. & G. W. Ewing, that he will aid the attorney of said Menomonee Indians in prosecuting a claim in favor of said Indians against the United States, for additional remuneration for the land sold by them in the treaty of 1848, and that he will in no way or manner put any obstacle in the way of the prosecution of said claim, but will aid and assist in procuring the largest possible additional remuneration for the largest quantity of land, and the largest consideration specified in the report of the Commissioner of Indian Affairs to the Secretary of the Interior, just made." The original of this contract between the Ewings and Bruce, of file in this office, is in the handwriting of Geo. W. Ewing, and the other papers alluded to are in the handwriting of the other parties, except Mr. Thompson's of January 18, 1851, to the Menomonees, which is a copy in the handwriting of William G. Ewing, jr.

The allusion to the subject in my annual report, and the papers in the appendix thereto, in connexion with the reference to the subject by the superintendent, induced Mr. Thompson to prepare and transmit to you his "*plain and succinct statement of facts*," dated the 19th January, 1855, and in which he uses the following language: "The Commissioner does me great injustice when he assumes that the collection of the sum owed me by the Menomonee Indians, and the prosecution of certain claims *against them*, is a "*joint and partnership operation*." "I positively assert that although I had heard that there were some claims of an old date against these Indians, yet I never knew what they were or in whose favor they were, until I saw the schedule of them and the names of the claimants, as published with the Commissioner's report. I do not know who are the agents or attorneys of these claimants, or whether they have one, two, or a dozen. I do not know what they are to receive for collecting the claims. The schedule and agreement of the Indians to pay the debts were made out after I left the Indian country; I had no conversation, at any time, with the claimants, or any of them, with reference to those debts. I never knew anything about them, or had anything to do with them. I have nothing to do with them now and never expect to have. I do not know what interest Colonel Ewing has in them.

Whatever it is concerns himself only, not me. I have no more to do with his general business than the Commissioner himself." "I had my own business to attend to, and did not trouble myself about theirs, (Ewings.) If I had, I should have had but little else to do. With their business generally I had as little to do as the Commissioner himself, and he might with as much propriety associate me with any other part of it as this." "It is very hard to prove a negative, and therefore it is not required; I imagined nobody could expect me to prove it, until the affirmative was supported by some proof. The Commissioner offers none whatever."

On the 15th February last, when the Senate had Mr. Thompson's memorial under discussion, Mr. Stuart, of Michigan, in addressing the Senate, connected the Messrs. Ewing with Mr. Thompson in some transaction with the Indians. In reply to him, Mr. Brown, of Mississippi, said: "If they (the Senate) noticed the senator from Michigan closely, they would have perceived that most of the other charges, and all the important ones, were in some way connected with the transactions of the Ewings, which I must remind the Senate again have no sort of connexion whatever with Mr Thompson. The senator talked of Ewing and Thompson, and Thompson and Ewing, and mixed them up together, so that a charge made against one is to be received against the other. But if there is any specific charge against Thompson in reference to the particular transaction, and it is stated separately by itself, I will undertake to answer it; but, as I have stated in the outset of the desultory remarks I have just made, I did not come here asking any legislation for the Ewings. I know nothing of their dealings with the Indians. They have never been under my observation or examination, and have nothing whatever to do with the amendment. I have presented it, and I ask for a vote upon it on its own merits." "There is no amendment pending here to pay them (Ewings) anything; they have no sort of connexion with this claim or with the claimant, so far as I know or have reason to believe."

A reference to the whole debate on the 14th and 15th February last, in the Senate, on the memorial of Mr. Thompson for relief, will satisfy you of what you were previously aware, that he enjoyed, in a high degree, the confidence of senators.

He had been a member of Congress. He was privileged to the floor of that body. The senators who favored his claim for relief expressed the greatest confidence in his integrity, and the warmest feelings of regard for him.

Mr. Cooper said: "I have known him (Thompson) well, and do not believe that he is capable of a dishonest act."

Mr. Brown said: He was "as honorable a man as has ever served in Congress."

Mr. Petit said: "I take great pleasure in saying to the Senate, that I know no man of more high, more pure, more honest, or more upright intentions or motives."

I might multiply commendations of Mr. Thompson from the debate, and also introduce unkind remarks which were made by senators in

relation to the head of the Indian Bureau, but it is not necessa perhaps proper to do so.

In reply, however, to the positive assertion of Mr. Thomps he had no connexion with the Messrs. Ewing, and that they interest in his fee in the matter of the Menomonee claim, and i to the unqualified assertions of senators to the same effect upon his authority,) I am able to submit two papers, which e the connexion beyond all possibility of doubt. The first is an ment, executed by R. W. Thompson to W. G. and G. W. which conveys *one half* of his claim to them! The other is an ment executed by the surviving partner of the Messrs. Ewing doning their half of the claim to Mr. Thompson, as they s the money could not be obtained from the treasury without suc donment. At the very time Mr. Thompson was making the to you of all connexion between him and the Ewings, at the ve he was inducing venerable senators to do the same thing. very time Congress was passing the law, reposing upon th statement, he was upon the floor of the body with that paper less, in his pocket! You will find it among the papers in tl endorsed upon his "agreement" of the 15th February, 1851 own hand writing, and is as follows: "*For value received, assign an interest of one half in this contract to W. G. and Ewing. R. W. Thompson, Washington, August* 2, 1852." Congress adjourned, Mr. Thompson and Geo. W. Ewing had sent to the Treasury Department the alleged agreement w Menomonees, in order to obtain the money which they had Congress to grant under such statements. This brought assignment. To prevent the exposure from depriving them money thus appropriated by a deceived Congress, they devis Thompson prepared, and Mr. Ewing executed, the following ment, with a *false date,* (but which is exposed by the ins itself,) abandoning the rights of the Messrs. Ewing to Mr. Thc

"WASHINGTON, *February* 9,

"This is to make known that an assignment of an interest half, by Richard W. Thompson, of an agreement between h the Monomonee Indians, dated February 15, 1851, wherel agreed to pay him a certain amount for prosecuting a claim f tional compensation for lands sold the United States by the t 1848, to W. G. & G. W. Ewing, has been cancelled betwe Thompson and said W. G. & G. W. Ewing, that the same treated as of no effect by the Secretary of the Treasury and counting officers of the treasury, and the whole of the money priated by Congress by the civil and diplomatic act, approvec 3, 1855, be paid to said Richard W. Thompson, *according to t and conditions of said act.* Witness my hand and seal the c year aforesaid.

"GEO. W. EWING,
"*Surviving partner of W. G. & G. W. Ew*

Not only were the Messrs. Ewing the half owners of the clai

as appears from a letter written by George W. Ewing to one of his half-breed friends in the Pottawatomie country, in Kansas Territory, shortly after this sham cancellation at the Treasury Department, he actively *aided* in the prosecution of this Menomonee claim, and in getting the treaty of May 12, 1854, amended. He wrote thus, under date of March 13, 1855. (I quote from the original letter.)

"The attorney for the Menomonees and myself, *after working four years, found and established the fact that the United States owed that tribe* $613,540, and this they would have recovered, but a rascally and *dishonest* government officer sent out secretly to the tribe last spring and there fooled them out of it, and got them to sign a sort of a treaty, by which they agreed to give up all that the United States owed them for $150,000."

"They were scared and almost forced to sign away their rights, just because they were simple people. Now, when the *rascally* secret treaty came here, before the Senate, *their attorney and I opposed it, and got the Senate to add on* $92,000 *more*, so that the tribe gets $242,000. They were fully entitled to $613,540, so they were *wronged* by a government officer out of $371,540. So much for these wolves in sheep's clothes—*these loving, pious, honest 'guardians'*—who are so very afraid that some 'heartless trader or attorney' will *cheat* and *wrong the poor Indians.*"

Having thus conclusively proved the connexion and the interest of the Messrs. Ewing in the fee of Mr. Thompson in the case of the Menomonees *vs.* the government, I will now refer to some facts going to show that Mr. Thompson was interested with the Messrs. Ewing in their prosecution of claims against the Indians.

By the treaty of 1848 the sum of $30,000 was set apart to pay the debts of the Indians, and in June, 1849, those who were claimants filed their demands against the Indians. The $30,000 was believed by the commissioner who made the treaty to be ample to discharge all the just liabilities against the tribe. Commissioners were selected, by and with the approbation of the Indians, to investigate the claims against them, and the money was turned over to the chiefs, and appropriated and paid as they found it to be due to the claimants, respectively, on the 8th October, 1849. Claims amounting to more than $100,000 were filed against the Indians. Before the distribution of the money, George Cown obtained a "national obligation" against the tribe. As I regard it as a very important paper I quote it entire. It is dated—

"LAKE PAW-HE-GAN, *May* 29, 1849.

"We, the chiefs of the Menomonee nation, wish and most sincerely desire that the sum of twelve thousand dollars be given to George Cown, our Indian trader at Lake Paw-a-he-gan, out of the thirty thousand dollars that belong to the Menomonee chiefs, as specified in the 4th article of the last treaty that was concluded and signed by ourselves at Lake Paw-a-he-gan on the 8th day of October, anno Domini, 1848. We desire that no deduction whatever of the sum due by us to George Cown, as he is known to us to have traded very hon-

estly with the Menomonees during the last few years th
traded with us, and has been placed amongst us by ourselv

This instrument is executed by "*Osh-kosh, the first chie tion,*" and by sixteen others. It has the following certifica hereby certify, as one of the witnesses, that the above is a f pression of the intention of the Indian chiefs whose name subscribed." It is attested by F. J. Bonduel, superinten liam T. Webster, and George Webster, and sworn to by Bonduel before G. F. Wright, notary public. There w Cown out of the fund of $30,000 the sum of $3,657, and n The obligation in his favor for $12,000 was not presented t missioners, and there is nothing registered by them as du The $30,000 was turned over to the direction of the chiefs October, 1849, and by them distributed among their credit day, in the presence of the sub-agent and interpreter, an Jacobs, Charles Fuller and others, who certified that the d was a fair and equal one among the creditors of the Ind $3,657 was paid over to Cown on the 8th October, 1849, i ence of Richard Chute, the junior partner of the Messrs. Ev

On the 23d of January, 1850, the Menomonees made an gation in favor of Cown, reciting the former one and the a thereon and unpaid, being $8,343, and "in open council a they did earnestly petition and respectfully request the P the United States to direct that said sum of $8,343 be paid Cown out of such moneys as may be due the Menomon from the United States, and in such manner and at such ti in his wisdom and care for us, may deem proper and ju Indians state in the body of the last obligation that they h Cown, on the 29th May, 1849, an obligation to pay him $ of the $30,000 provided by the treaty of 1848 to pay deb that time they justly owed him $13,272 78; that as their w not carried out and the full sum of $12,000 paid to him sired, "owing, amongst *other reasons*, to the large deman against our tribe by individuals who do not and have amongst us, and who have furnished our tribe with immense of ardent spirits, and who in the distribution of said sum o on the 8th day of October, 1849, succeeded in obtaining a l of the same, whilst our friend and legitimate trader, Geo who has never either sold or given us ardent spirits, but l dealt justly and fairly with us, received only the sum of $3,6 of the sum of $12,000 we had promised, and was justly d instrument requests that as the rules of the great father wi mit them to dispose of the money at the annuity payment pay this "just debt," and as the same is due, they pray t be paid. There are eleven Indian names attached. And l duel, superintendent, G. F. Wright, and one or two others, s "The foregoing signatures were made in our presence. Pricket swears, "that he is acquainted with the Menomonee and that on the 23d of January, 1850, in open council, at I hay-ken-nay, he explained the contents of the foregoing

whose names are thereto attached, and the same was fully
l by them." His affidavit is dated January 23, 1850, and
Wright, notary public, certifies that he is acquainted with
cket, an interpreter of the Menomonee Indians; has known
ven years past; "he has always borne a good character, and
ents are entitled to unqualified belief." The obligation for
s in the hand-writing of F. J. Bonduel, and the one for
in a familiar hand, and easily identified in this office. Ad-
estimony was filed in the case, when Reverend F. J. Bon-
er testified to the validity of the instruments and the just-
e claim. George Cown himself swore to the justness of the
dward F. Sawyer testifies to the same fact, and so, also, does
ebster, clerk of Cown. They testify before George F. Wright,
blic. The attorney in the original argument of the case,
claim was presented to this office among other things, urged
at "Cown was the only person trading with said Indians
cuted trade and traffic with them on their own land under
nt license during any one of five years (that is, from 1844
ontinually; that he is well and favorably known in this
Visconsin) for his integrity, honesty, and good deportment in
ess transactions."

f these obligations were executed in the absence of the sub-
other person whose presence and official action is usual in
s, but the "superintendent and missionary," Mr. Bonduel, was
wever, and it was thought here that his high office, being the
the Menomonees, was a guarantee that the obligations were
good faith in favor of an honest claimant, for an honest de-
d the various special reasons which were presented in the
y, and referred to by the attorney in the case, in connexion
high character of that gentleman were deemed sufficient in
ment of the then commissioner, to authorize and direct the
of the claim, after the additional testimony of Bonduel and
as filed. It was ordered to be paid, one half from the annui-
850, and the other half from those of 1851, and was paid to
y authorized to receive the same in equal parts, in January,
d January, 1851.

gent Bruce had some difficulty with Rev. F. J. Bonduel, in
to the manner in which these obligations were obtained, and
ed in papers here that the explanations made to the sub-agent
astor were in direct conflict with his affidavits in a very im-
particular.

Thompson, in his letter to you, seems to regret that I had said
g in my report which made it necessary for him to speak of
who was then deceased, and who had left an amiable family.
as," says Mr. Thompson, "the government sub-agent amongst
lians when I first became their attorney, and was violently op-
to my having anything to do with their business. But as the
s on their *first* interview with me had told me they had no con-
in him, and they believed he had *embezzled their money*, his
tion made me the more anxious to protect them. They were
of him, because he was a government officer, and begged *my*

protection against him. At the very first interview between the Indians and the Commissioner of Indian Affairs, after they had spoken to me, he insisted, as the Commissioner now does, that they had no right to appear by attorney, and that they should only speak and make known their wishes through him. As I considered this a very convenient doctrine, behind which a dishonest agent might shelter himself, I insisted that the Indians had a right to employ an attorney, as it might sometimes be the very means of detecting the improper conduct of such an agent. My views prevailed, and it was afterwards discovered that the suspicions of the Indians in reference to him were well founded."

This simple and apparently candid narrative refers to the time that Bruce was here with the delegation, in September, 1850, and when Mr. Thompson obtained his *first* power of attorney. The next time he saw Bruce was but a few days before the 24th of April, 1851, on which day the contract between W. G. and G. W. Ewing and Bruce bears date, by which they agreed to pay Bruce $10,000 as a contingent fee for services therein set forth, and the original of which is on file in this office. In that conversation, Mr. Thompson states that Bruce said "that he had been prosecuted and broke up." "To this I replied," says Mr. Thompson, "that if I had done anything that led to the discovery of his *embezzlement of the money of the Indians*, I had done it in the line of my duty, and had no explanation or apologies to make for it." After detailing the conversation at some length, Mr. Thompson says that Bruce made corrupt overtures to him, and that "I (he) expressed myself immediately to him in very strong language, and characterized his proposition as a corrupt and impertinent one. I told him that I understood his proposition as a direct offer to *sell himself to me* for money to conceal the truth or tell a falsehood if required; that I had no money to give and no promises to make to a man who was so base as to make such a proposition; that if he had any honesty he would tell what he knew regardless of consequences; * * * * but that whatever he did he must never speak to me again." Mr. Thompson says that, among other things, Bruce did attempt to throw suspicion on his agreement, "not by alleging anything against its fairness, but by insinuating that the head chief had not signed it."

I will hereafter refer to this single statement in such a way as to show that Bruce had a knowledge of facts in relation to these transactions, which Mr. Thompson and the Messrs. Ewing knew would throw suspicion on them, and that there was a motive other than a desire to protect the government, in making the contract with Bruce, to obtain his services, or rather to buy him off from throwing any obstacles in the way of the prosecution of the claims against the Indians.

Although Mr. Bruce proved after his removal to be a defaulter, yet it does not appear that he was so regarded here in September, 1850, or that he was removed for that cause; on the contrary, the books show that on the 12th of September, 1850, after Mr. Thompson's power of attorney was executed "in the Indian Office," the bureau placed in Bruce's hands $18,353 50 of Indian funds for his agency. Mr. Thompson says that the Indians regarded him as a defaulter, and that in the first interview he had with them they expressed a want of

lence in Bruce, charged him with embezzling their money, and afraid of him because he was a government officer, and begged gentleman's protection, and that their representations and Bruce's ict made him anxious to be employed as the "means of detect- he improper conduct of such an agent."

Mr. Thompson has alluded to Mr. Bruce in the way that he has a view of explaining the objects designed to be accomplished by ontract between Ewings and Bruce, and has referred to the re- ice which Bruce made to his being employed as attorney, and the es which governed them both, I deem it but an act of simple e to let Mr. Bruce be heard also, and especially in relation to mbezzlement which the Indians charged him with. And first I se to let him state how Cown's obligation for the $12,000 was ned from the Indians by Messrs. Bonduel and Cown, and in rela- o which he had been brought into unpleasant controversy with . He says, "shortly after I left the neighborhood, (see Grig- letter XII,) Cown and Bonduel arranged it. They prepared a and sent for Osh-kosh. No interpreter is present, and there is single Indian, whose name appears on that paper, who can speak iderstand a word of English, only from white persons present. uel, Cown, Cown's clerk, Webster, and another young man, whose is given as Webster also, but whom I never heard of before and nd no one who ever did. Mr. Cown *interprets for himself* and himself $12,000." Mr. Bonduel sets down "this *declaration* r. Cown's (in his own favor) as the expressed *intention* of the ns." They whisper together; Mr. Bonduel very innocently Mr. Cown what it means, who replies the Indians wish to give him $12,000; the cry is raised, sign, sign the paper. Although ndians have heard nothing, they confidently touch the quill, for sits their father in God to protect them, and he knows what the ers meant if they do not; thus fortified and *secure in his presence*, eat the creature prepared for them, in utter unconsciousness of g been made to promise to pay $12,800 for it—(they made an ation for Bonduel at the same time for $800.) What *really* took at that clandestine and mercenary caucus will, probably, never own, as the only three who could give the necessary revelations terested in concealing the facts, and as for the other Mr. Webster, om Mr. Bonduel speaks, it seems that he "appeared for this ion only," and then suddenly stepped aside, and left no trace or rint as far as I can learn.

s important to observe that Mr. Bruce is here describing the origin oundation of Mr. Cown's obligation for $12,000, which was paid e full amount of the bond, $8,343 of it having been passed upon llowed at the Indian office by the then Commissioner. By refer- to Grignon's letter XII, I find that "Little Wave" informed on that "the brave made them a speech, the rest of the busi- was done in whispers, *like young men courting at night*. We some- have the pleasure to hear the sweet words of the courting party, this case it was impossible to hear anything. They cried out thing is right, sign the paper, and I did sign it, but am very for it," &c.

I will now give Mr. Bruce the opportunity of stating, in hi words, his advent into this city, about the 1st September, 1850 the Menomonee delegation, where it seems Mr. Thompson and W. Ewing were awaiting his arrival. He says: "Upon the of Law, (to accompany an exploring party to visit the Crow at the request of the Indians I engaged the services of Colonel and the tour was pleasantly and satisfactorily performed, and the whole journey I heard of no particular objection to the coun visited, with the single exception of the alleged scarcity of Upon our return to the nation, having both the written and permission of the Commissioner of Indian Affairs, I determi gratify the anxiety of the Indians to visit their great father. we reached the seat of government, much to my regret I foun the Secretary of the Interior and Commissioner of Indian Affai both absent, and the Acting Commissioner of Indian Affairs t well to hold an interview with the delegation. This truly unfo state of affairs caused great embarrassment to me and dissatis to the Indians, to whom it was difficult to explain matters; and gave the indefatigable Bonduel and Cown, who had followed never lost sight of the chiefs for a moment, time and margin which to concoct new elements of mischief, as well as to matur plans of speculation, in conjunction with their *partners* or e then in this city, and no doubt awaiting their arrival with the tion. After several days delay it was then finally arranged t then acting chief clerk should receive the delegation."

"I informed the delegation of the arrangement made to them, and they cheerfully commenced preparations for the visit as they had completed their toilette, omnibusses waiting at th and all was ready for a start, Bonduel and Cown arrived, in a great haste, and passed into the room occupied by the Indians. waiting for some time for them to come down, I went up to their see what detained them, and my worst fears were realized when them stripped of their finery and lying down. The transfer h consummated. The pagans were willing to go, but the Cathol they must go to see Mr. Thompson before they could accomp to the Indian office. I was by no means taken by surprise, fo knew the malign influences that had been at work whilst I wa to await the action of the office; the prey was at last bagge next day the Indians signified their willingness to go to the office, the programme having, I presume, been in the meantim upon by the vigilant Messrs. Thompson, Ewing, Bonduel and all of whom were present."

Mr. Bruce's statement that the delegation failed to visit the office, on the day first arranged for that purpose, is corrobor the recollection of Mr. Mix, who was to receive them; and evidence in this office which leaves no doubt that they had ha views with Mr. Thompson, in the absence of their agent an preter, before the meeting of the 4th of September, 1850; on t the delegation had an audience, and as there is a record of made at the time, I will introduce all of it that is pertinent, as evidence of what took place. The sub-agent and interpreter, B

Cown, Grignon, Thompson, G. W. Ewing, and others, were there, and the talk is as follows:

"Osh-kosh said the delegation had come here for the express purpose of relating circumstances connected with Mr. Medill's proceedings among them, and concerning the treaty which Mr. Medill had made with them. And as the time for their removal, under that treaty, had nearly expired, *one principal object of their visit was to obtain permission to remain longer in their country—they wished to stay where they were another year.* He said that the delegation had all signed a petition, which they wished their father (Mr. Mix) would look at—it was in the possession of Hon. Mr. Thompson, (who was present.) Thompson presented the paper, and, after some explanation from Mr. Mix of the nature of this interview, *that it was merely to ascertain the objects of their visit,* and not that anything was *now* to be decided, &c.—that that would be done by their great father, when the wishes of the delegation were properly brought before him, &c.—the Indians requested that Mr. T. should read the paper, which he did."

Mr. Mix then asked if the delegation had any other matters which they desired to be laid before their great father, in addition to the matter stated in the paper just read. It was proper that all the objects of their visit should be made known for the action of the President, and he would now hear anything further they had to say, and would have it put down to be sent to the Indian chief, &c.

"Osh-kosh then spoke of their annuity moneys being applied to the payment of claims against his people. *He had heard that a large sum had been paid away for their debts, and he was* opposed to such payment. $30,000 was set apart for paying their debts, and he was unwilling that any more should be paid. (Several of the other Indians assented to what Osh-kosh had said, and said they were all of one mind.) Osh-kosh *wished to know about this payment of claims against them; that it was not intended that their annuity money should be applied to pay claims; that a door would be opened for other improper claims,*" &c.

(The last remark was interpreted by Mr. Charles A. Grignon, who stated that Osh-kosh wished him to say this much for him.)

"Lamotte said, he had signed a requisition for the claim Osh-kosh alluded to, (the name of a *Mr. Cown,* who was present, was mentioned *in connexion with the claim in question,*) but he, Lamotte, had signed said requisition with the expectation that the amount was to have been paid out of the $30,000, *and not out of the annuity money.*

"Wah-he-chon: the Indians had expected, when the treaty was made, that this $30,000 would be placed in their own hands, and that with this they would pay their just debts. But, instead of this, the money was sent to the agent, and he had distributed it among the claimants as he pleased.

"Here the *Rev. Mr. Bonduel* stated that the chiefs were laboring under a mistake as to the payment of the claim they had spoken about, (Mr. Cown's.) It was out of last winter's payment this claim had been settled. That it was a just claim, and the chiefs knew this, and that *the chiefs themselves had met and requested that* the claim should be paid *in the presence of many respectable witnesses.*

"*Shaw-ne-ke-ness-ish* said he was of the same mind with Osh-kosh; that he had *never heard* of this claim being paid *until* he reached Washington, and that himself and others had not consented to its payment.

"Rev. Mr. Bonduel stated that it was the chiefs of the *Christian party* who had requested the payment of the claim, as Mr. Cown had been their regular trader, and that the money was *justly* due. But that several of the pagan chiefs had also signed the paper requesting the payment.

"*Sheet-neh-shaw-no-pi-nas-seh*, and *Chee-quotish* desired to have their names put down as chiefs who *had not signed the paper* for the payment of the claim. They were *opposed* to its payment, &c.

"*Mr. Bonduel* again spoke *with some warmth* about Mr. Cown's claim. He wished to say now *in the presence* of the sub-agent and the traders who were also here, that this was a *fairer* claim than many others that had been paid. He had no interest beyond seeing that justice was done to Mr. Cown; he (Mr. B.) knew also about it; he was the priest *to these Indians*, and knew that claims of other traders were paid which were for whiskey sold to the Indians. Much of the money was paid to whiskey traders, who came among the Indians to their injury and degradation. But this was an honest claim, and he was glad to have an opportunity of saying so here *in the presence of the traders who had got much of this money, and of the agent who had paid it.*

"Other remarks about the character of the claims paid were made by Mr. Grignon, &c., when Mr. Mix suggested that this was not the time to go into such a discussion; that if the President desired to investigate the matter, it would then be proper to speak of these things, &c.

"After considerable conversation, &c., between Hon. Mr. Thompson and Sub-agent Bruce, in relation to the writing of the memorial presented to-day, and as to the objects of the visit of the delegation, &c.,

"Carron, a minor chief, said he was here as the representative of *I-haw-a-ton*, who could not come himself, and that *I-haw-a-ton* was next to Osh-kosh, and was second great chief of the tribe; that the young man here, Kee-chee-new, would be the chief after I-haw-a-ton's death; that he had been instructed to see their great father, and make known to him the grievances of the Menomonees. He had spoken with all the other Indians of the party here, *and they had all agreed together that no other business would be mentioned by them or brought forward until after the question of their remaining on their land another year was settled. That matter they all wanted to have settled first, and then they would bring up the other matters they had to complain of.* They had many other things to speak about after the removal subject was disposed of. It was not intended by the party to talk about anything else *now*, and they did not wish other subjects taken up. (All the Indians signified their assent to this.) He said they would consult among themselves about the other matters, and if their views were unanimous they would make those other matters known. They now wished to close the interview."

Now, it will be perceived that the Indians in their talks said not ne word about the land Commissioner Medill "cheated" them out of. They did not say one word about any claim for additional compen-ation, and all that they said was that they would relate "circum-ances connected with Mr. Medill's proceeding among them, and ncerning the treaty which Mr. Medill had made with them."

They all agreed that the first business to be determined was to btain permission to remain in Wisconsin longer—to remain another ear.

They spoke of their annuity money being applied to pay debts, and sh-kosh was opposed to such payments. All the Indians agreed bout this. Osh-kosh said he did not want "a door opened for other *proper claims.*" There is but one expression among the delegates, nd that is, opposition to the payment of this claim. It was Cown's aim—the same that Bonduel had sworn was *just*, and that the *obli-ation* was the *voluntary act* of the Indians. But, fortunately for hem, they were then in the presence of a friend, who had been moved wards them because they had importuned him to protect them from he agent who had "embezzled" their money. Bruce was there, too, ut he must soon meet with merited exposure; the Indians believed hat he had embezzled their money, and were afraid of him because e was a government officer; and his opposition to the employment f Mr. Thompson made that gentleman "*the more anxious to protect hem.*" And here was a case at hand. There was still one half of he $8,343 which the department had allowed unpaid, and would be emaining in the treasury until the next January; that will, of ourse, be saved; for, although the power of attorney dated the 9th f September was not yet executed "in the Indian office," still their riend *knew* the fact, and *he* would take steps to have it stopped.

Look at that group in the Indian office: a delegation of Menomonee hiefs, helpless denizens of the forest; an agent whom they believed ad embezzled their money, that very money they are talking about; 'own, who got the obligation, to satisfy which the department had ppropriated the annuities; Bonduel, the pastor, who swore to its erity, and that the claim was just; and Richard W. Thompson and Geo. W. Ewing and their associates, each and all of whom had used very artifice to prejudice the Indians against Bruce; there they all tand face to face, the Indians confiding in their pastor, and in their ew friend and attorney. Look at them, and startle not, sir, when I ay to you that Geo. W. Ewing was the man who got the money, Cown being only one of the many convenient and useful men of that irm in the Indian country, and Richard W. Thompson was the attor-ey who argued the claim through the Indian office! There they are, Mr. Thompson and Mr. Ewing as attorney and claimant, with one alf of that money in their pockets, to which they added the other half in January following! At the very time Mr. Thompson wrote his plain and succinct statement of facts to you, and at the very time he pressed that paper on the consideration of senators, the recollection of this incident, and the crushing fact here disclosed, must have been fresh in his memory!

On the 9th of September, the Acting Commissioner was able to be

at the office, and the delegation and their friends again appeared at the Indian Bureau. There is no record in this office of that day's proceedings, and I shall therefore refer to Bruce's narrative of it. When that is read, you will perceive that it explains why. There was no recorded talk with the Indians; nothing done, except that the Acting Commissioner endorsed upon the paper, without reading the same or having it interpreted, "Done in the office." But let Bruce speak again. He says, "Mr. Thompson again came forward to open the business on the part of the Indians; he (the Acting Commissioner) declined to hear him, on the ground that the government had provided for such cases by the appointment of an agent to conduct their business, and make known their wants and grievances, and that said agent had accompanied them for that purpose, and was their friend, and ready to do so. The seeds of mischief, however, had already been sown. * * * * * Mr. Thompson used imperious language to the Acting Commissioner, accompanied by violent gesticulations; and, when the interpreter was told to say to the Indians that their great father would not be pleased when he heard they had brought a stranger to speak for them before the agent he had given them was heard, Mr. T. *stopped the interpreter*, and, in excited language, objected to its being interpreted to the Indians. The interpretation, however, was again ordered and given under the protest of Mr. Thompson. He then presented a paper, and was asked if it treated of the business that brought the delegation to the seat of government, which question he refused to answer, but demanded its unconditional acceptance. The Acting Commissioner then offered to read the document, reserving to himself the discretion of receiving it or not; that if it interfered with the functions of the agent, it would not be received, and that if it did not, it would. He further said, he only sought to sustain the agent and show the Indians that any disrespect shown towards him would be received as disrespectful to the government. This proposition was peremptorily refused, and the demand renewed that the paper should be unconditionally received or rejected. The Acting Commissioner then told him that the audience was expressly held to hear what the Indians had to communicate to the government, and that, after this special interview was over, his document would be received and considered."

In his speech before the Indians on the 7th of September last, Mr. Thompson confirms the statement of Bruce, and says, "I wrote a paper for your chiefs then at Washington. I went to see the Commissioner of Indian Affairs, and he would not take the paper. I went to the President, and then the Commissioner took the paper." (I have reason to believe that Mr. Thompson did not go to the President, as he states, but started to go, and the Acting Commissioner followed him into the hall, and, after a conference, they returned, and the endorsement was made upon the power of attorney.)

With a power of attorney thus obtained and executed, without the certificate of any interpreter that the Indians understood one word of it, a paper witnessed by Bonduel and Jacobs, Mr. Thompson is inducted into the attorneyship of the Menomonee Indians. In the preliminary steps which he took with reference to the interests of his cli-

nts, it does not appear that any more interviews were held with the ead of the Indian Bureau by the delegation. They had confidence, presume, that Mr. Thompson would be faithful, and therefore did ot press another talk; and from the incidents above narrated and cts disclosed, it is not to be supposed that Bonduel, Cown, Thompon, and Ewing would suggest to them another visit to the Indian fice. But it seems he doubted the sufficiency of this power, thus otained, and sent to the Indian country for a new one, and that, he leges, he obtained at Lake Paw-aw-hay-ken-nay on February 15, 851; and, at the same time and place, of their own accord, he states iat the Indians made an agreement to pay to him the one third part the amount he should recover for additional compensation for lands ld by them by the treaty of 1848. He did not consult the Indian fice, but, without the knowledge of the Commissioner, he determined obtain this agreement. Bonduel, Cown, Prickett, Jacobs, and owell, the United States interpreter, were here with the delegation. hey were all well acquainted with Geo. W. Ewing before, and they ad formed the acquaintance of Mr. Thompson here. In getting up he obligation for Cown for the $12,000, and in aiding Mr. Thompson obtain his first power, *he* had discovered their remarkable qualificaions for preparing Indian instruments; and they all had claims against he Menomonees. He could rely upon them, and the Menomonees reosed all confidence in them. There were reasons, however, of a rave character for sending up to Wisconsin, as a special agent, some erson who had experience, and Mr. Chute, (the junior partner of the Ewings,) was selected for that purpose; but, not being able to go, Mr. Wm. G. Ewing, the senior partner, was detailed for that duty. There was trouble in the Menomonee country, for Mr. Thompson writes to Bruce that he desires him to aid Mr. Chute in getting up new papers that will enable him to conclude an agreement with the President. And he concludes that letter thus: "*As you keep so still you must be getting quiet up there.* I hope so." Now, this letter is dated in this city, January 20, 1851, and sent to a man whom Mr. Thompson told you, in his plain statement of facts, had "violently opposed" his having anything to do with the business of the Menomonees; and that one object he had in becoming the attorney of the Indians was his anxiety to protect them from Bruce, a man whom he assured you the Indians "would have nothing to do with," and that they would not be advised by him in anything; a man who, he says, had embezzled their money, and whom he alleges to have been a corrupt agent in September, 1850. It is well known that Bruce did oppose him in September; the contract with the Ewings, the attorneys for the claimants against the Indians, for the $10,000 contingent fee to Bruce, may explain the change. Bruce did change.

It is to be observed that Mr. Chute, whom Mr. Thompson selected, as his agent, to visit the Menomonees, is of the firm of Ewing, Chute, & Co., who had then in hand the prosecution of the claims against the Indians; and he had been up in that country before, for Mr. Thompson remarks, in writing to his *clients* and speaking of Mr. Chute, "*whom you all know.*" Mr. Chute had been in the Menomonee country *about the time* the Cown obligations were made, and was

so attentive an observer as to indorse upon the $12,000 obligation, which Bonduel and Cown made by whispers, like young men courting in the night, the following words: "$3,657. Received, Lake Pawhay-gone, October 8, 1849, on the foregoing, three thousand six hundred and fifty-seven dollars." George Cown. "In presence of Richard Chute." But for some reason, not mentioned even in the "private" letters of the parties which are on the files of this office, Mr. Chute did not go, but Mr. William G. Ewing, the senior member, and a gentleman of large experience in Indian matters, went up to the Menomonee country, as the agent of Mr. Thompson, to get the Menomonees to execute instruments of writing which that gentleman desired He is supposed to act as his principal has directed, and to be advised of *his* views; and he was one of the attorneys for the claimants, and advised as to *their* interests. The power of attorney of February 15 1851, is merely a confirmation of the first one, and the contract is to the effect that the Indians will pay to Mr. Thompson one third of the sum he may recover from the United States. There is not a word in either of these powers confiding to Mr. Thompson the duty of preventing their removal or endeavoring to provide a home for them in Wisconsin—not a word; nor is there any provision in the agreement that he is to render this service. The Indians stated in the Indian office that their main principal business here was to obtain permission to remain in Wisconsin a year longer. Their attorney and his co-actors did not incorporate that in either of the instruments, and did not intend to interest themselves in relation to that matter, so important to his clients, as I will show.

Mr. Ewing, in his letter to Bruce, dated March 29, 1851, *after* he had returned from the Menomonee country, and speaking of the removal of the Menomonees, says "*the contract for that object will be an object;* and so thought his principal; and, although the Indians were not removed to Crow Wing, the importance of controlling the removal was so impressed on the parties that Richard W. Thompson and George W. Ewing actually obtained the contract for their removal to the Wolf and Oconto, and received $24,900 for the job.

And here may be an appropriate place to dispose of the contract or agreement of February 15, 1851. I think I may safely say that it was never exhibited in a council of the Menomonee nation, or a council of the chiefs of the Menomonees; that those whose names are attached to it never had it in council even. It appears to have been prepared in advance. Its execution is witnessed by Rev. F. J. Bonduel, George Cown, John B. Jacobs, Talbert Pricket, and Edward F. Sawyer, who certify to the faithful interpretation, that being done by Jacobs and Prickett, and that it was done in common council of the Menomonee nation on the 15th February, 1851.

But Mr. Thompson has kindly submitted to the Secretary of the Treasury among his papers the original instruments, the power of attorney and the agreement of February 15, 1851; and he says in his memorial to Congress, that "in the same national council in which they executed the new power, they also executed an agreement whereby they promise to him that he should be paid one third part of whatsoever sum should be allowed them by the United States." Now, I

have these two papers before me. The agreement is in the handwriting of an individual with whose chirography the gentlemen of the Indian office are familiar. All the certificates attached to it are in the same handwriting, and the body of the instrument and the certificates appear to be written at the same time, and with the same ink and pen. The body of the instrument states that it was made on the 15th February, 1851, in common council; Wright, the notary public, certifies that it was acknowledged before him by the chiefs on the 17th February, 1851, at Winnebago county. Baldwin, the clerk of the court, attests the official character of Wright on the 19th February, 1851. The date of the certificate of the land officers at Green Bay is the 28th February. And the certificate of Bruce, agent, and Powell, interpreter, is dated on the 10th March, 1851; and yet I am led to the conclusion that, with the exception of the filling of some blanks in the certificate of the clerk of the court and his signature, and the signatures of the land officers, and of Bruce and Powell, that the entire paper and certificates must have been written at the same time, and with the same pen and ink. William G. Ewing, jr., and George F. Wright, both attest the power of attorney of that date, but their names do not appear as witnesses to the agreement, although both are represented to have been made in the same national council, the agreement having been drawn up and executed after the power of attorney was executed and reference made in it to the power. The power of attorney appears to be in the same handwriting, but shows unmistakably that the penman had not the same facilities and accommodations for writing when it was drafted that he had when it was written. Why Notary Public George F. Wright did not take the acknowledgment of the *chiefs in the council* on the 15th, as he was there, I will not undertake to explain. It would seem to me to have been the better and the only proper course; and why he and young Ewing did not witness the execution of the agreement, I will not answer. Mr. Wright, I may remark, is the same gentleman, I suppose, to whom Mr. William G. Ewing, sen., alludes in his "private" letter of March 29, 1851, to Bruce, the agent, thus: "Colonel Thompson will be at Washington some time, and so will my brother. Write to them freely. You will find *them right and true*. If *that* could be carried out as we talked the matter over, it would result in a good profit. Write to my brother about this. I have said to him what was proposed between *you, Wright, and us*. We must try and make this business tell well yet." This is the agent of Mr. Thompson who had visited the Menomonees to have papers got up for his principal, as the latter doubted the sufficiency of his first power. He is writing to a subagent, who, Mr. Thompson states, had embezzled the money of the Indians, and that one object he had in becoming their attorney was to protect them from Bruce. But I alluded to this letter of William G. Ewing, sen., in this connexion, to enable you to form some opinion of who Mr. Wright is; and the part he has performed so well in making certificates under seal may be better understood. Mr. Thompson told you, in his narrative of facts, that Bruce did threaten, among other things, to tell that Osh-kosh did not sign the agreement. I am examining the paper now; it is lying before me; and it appears that

Osh-kosh's name is attached to it, and that his ⋈ mark is there—but thus, "by his son." On looking down the other column, I find Ah-ko-no-nay, with his ⋈ mark, and thus, "by Osh-kosh, his father." The paper then presents this singular state of things as to these two signatures—Osh-kosh is signed by the son as though Osh-kosh were absent, and Osh-kosh signs for the son as though the son were absent! Mr. Wm. G. Ewing writes to John B. Jacobs, from the town of Osh-kosh, on the 19th of March, 1851, that he has just returned from the Wisconsin, where he had been with Major Bruce, who, after seeing most of the Menomonees, "has kindly certified Colonel Thompson's papers, same as Colonel Babcock and Colonel Lea did like ones for *us* last fall, and for Colonel Thompson." This agreement is attested by F. J. Bonduel, Geo. Cown, John B. Jacobs, Talbert Prickett, and Edward F. Sawyer, as the veritable gentlemen who were at the council, (Jacobs and Prickett being the interpreters,) where it was interpreted and executed by the Indians of their own free will, they having first fixed the compensation of their attorney. When your attention is called to the scene in the Indian office on the 4th of September, 1850, where Bonduel, Cown, Jacobs, Thompson, and Ewing, were all present; when you are referred to the clear, distinct, and unequivocal rejection and repudiation of the obligation which was in favor of Cown, which he and Bonduel and *Prickett* had sworn was faithfully interpreted to the Indians, and was voluntarily acknowledged by them, knowing the contents of the paper and the objects of it; when you recollect the facts of that interview, and they are the parties who are the attesting witnesses to this agreement, and to the fidelity of the interpretation, and that Jacobs is connected with Ewing and Thompson in Indian transactions, I think it unnecessary to remark further on the character of this agreement, except to state that it was an impossibility, in my opinion, to have assembled any portion of the Indians at Lake Paw-aw-hay-kon-nay at that time, other than the band or bands that might have wintered there. Wm. G. Ewing, sen., did not leave Fort Wayne to visit the Menomonees before the 5th of February, 1851, as is shown by one of the private letters which is now on the files of this office. In the winter of 1851, I am of opinion that it would have required almost the entire time intervening between the 5th and 15th February, to have travelled from Fort Wayne to Lake Paw-aw-hay-kon-nay, and then the Indians were separated, as they always are, in bands spending the winter, and at great distances from each other, some perhaps one hundred or more miles distant from Lake Paw-aw-hay-kon-nay in one direction, some fifty miles distant in another direction, and some thirty miles distant in another, &c., and the country to be travelled, in order to give them notice to assemble, being one in which, in the winter season, it is very difficult to get from place to place. But I have such evidence in writing from Ewing and Bruce both, as to enable me to demonstrate that the Menomonees were not at the lake, and that they never had such a paper before them in council! Mr. Wm. G. Ewing, on the 19th of March, in his note to Mr. Jacobs, says that he and Mr. Bruce have just returned from the Wisconsin, where they saw most of the Indians; but there were two heads of bands they did not see there, and whom he

vises Jacobs to hunt up and take to Bruce. Bruce wrote this office, on the 6th February, 1851, that he would leave ·een Bay that day to make his annual visit to the schools d smiths' shops, &c., of the Menomonees, which he had been evented from doing earlier because of sickness among the Indians out Green Bay. He says, also, that the small pox was raging ıong the Menomonees and Chippewas in the northern part of the ate; that he had feebly succeeded in arresting the disease, but would all in his power to extend aid to them, and advise the department ɔm time to time of his success. Mr. Bruce is not heard from again ıtil the 22d of March, 1851, on which day he writes two letters to e office, in one of which he encloses what he states to be copies of e power of attorney and agreement of February 15, 1851, and says at on his arrival at Osh-kosh, about fifty miles from Green Bay, on s way to visit the schools and smiths' shops, he there learned the :cessity of visiting a sick brother, who resides in the *south* part of the ate, at a distance of about one hundred miles from Osh-kosh. "My ·other's situation being very precarious, and unfortunately the *streams* ıd *roads* becoming so *impassable,* I was detained longer than I antipated. Supposing no inconvenience could be derived in any part of y official duties, *I did not get back into my route until some days after e time I had expected.* * * * On my return to Osh-kosh, which near Lake Paw-haw-ze-nun, I learned that there *had been* some usiness transactions among the Indians, and they wished to see the ıb-agent. I visited them on the 10th of March, and they informed ıe that they had been to Green Bay, and, on inquiring, I found that here was some papers which they wished me to certify to; herewith lease find copies of the same," &c. In another letter of the same ate on Indian business, Mr. Bruce says: "While on my tour to the mith shops and schools among the Menomonee Indians, I made it a art of my business to learn the present location of this tribe, and lso their feelings relative to their removal west, should it be required f them. *I find this tribe much scattered,* although there is a considrable portion of them in their own country, about and near their old illages and sugar camps. There are some on the Rock river, some n the Black river, and some on the Upper Wisconsin river, while thers are at their usual place of abode, on the shore of Green Bay, orth of this place." Mr. Bruce does not say one word about Wilam G. Ewing being with him on the Wisconsin—not he; but it eems they were there together, and that the Menomonee Indians, intead of being at Lake Paw-aw-kay-kon-hay that winter, were in fact ispersed all over the country.

I will now call your attention to the instrument which has been alled the memorial of the Menomonee Indians to the President and Congress, and in which all these former powers and agreement are eferred to, and the Indians made to say that the agreement was made y the chiefs, by the authority of the nation, and that they had ledged the honor and faith of the nation, by the authority of the whole nation, to allow Mr. Thompson one third part of the amount ecovered, &c., and wherein they say that he has faithfully attended o their business since the 9th of September, 1850, and has secured to

them a home upon Wolf river, in Wisconsin, and obtained the consent of the legislature that they may remain there, "which was the most important object to be gained by our said nation, as by the treaty of 1848 we were to have been sent to the Crow Wing river, west of the Mississippi, where we would have been destroyed by the Chippewas, Winnebagoes, and Sioux; all of which services have been rendered by said attorney, without the payment to him of a single dollar by our said nation; and whereas, we have lately made a treaty with the United States, by the provisions of which and the amendment thereto, made by the Senate of the United States, our nation is allowed, in addition to what they were allowed by the treaty of 1848, the sum of two hundred and forty-two thousand dollars, or thereabouts, to be made in the manner therein specified: Now, therefore," &c., we "do hereby request our great father the President of the United States and the Congress of the United States that he and they will pay, or cause to be paid, to our said attorney, Richard W. Thompson, the one third part of what is allowed our nation by aforesaid last named treaty, to be paid him in money at the city of Washington," &c. "Done in general council at the Falls of Wolf river this 4th day of October, 1854." Mr. Thompson was present when this instrument was executed, and you have in his plain statement of facts something about it. The superintendent had written to me that it was obtained in a council held in the night; that Osh-kosh handed it to him, in a council held after the annuity payment, and that he told the chiefs it was void, &c., with which they appeared to be satisfied. In reply to the superintendent's report, Mr. Thompson says to you: "This paper was executed by the Indians in duplicate, one being handed to me and the other retained by them. This was done at my request, for the following reason: that as I could not remain in the Indian country until the arrival of the superintendent, I desired that they should, when he came, hand him the paper retained by them, so that he could have an opportunity of ascertaining that it expressed the will of the nation. * * * The meeting of the council was fixed for two o'clock in the afternoon, but as it was desired by the Indians that every chief should be present, it did not take place until evening. The chiefs then met at the house of one of the principal men of their number, where there were also assembled a good many of the Indians and such whites as chose to be present. Everybody in the Indian village knew of the meeting, as there was no secrecy about it, and everybody attended who desired. * * * I insist, therefore, that I have a right to consider this act of the Indians in council, in handing this paper to the superintendent, and standing firmly by its contents, as an act equivalent in all respects to the most solemn ratification. It attaches to the paper a degree of solemnity not inferior to that which belongs to a treaty. It is the act of the whole nation in the presence of its members, and indicated by the signatures as well as the conduct of every chief and headman." He says: "If I had ever anything causing me to doubt their integrity, the conduct towards the superintendent would have removed the doubt. Even his authority as a government officer was not sufficient to persuade or force them to an act of repudiation." In addition to the fact that this

nt is certified to by Cown, Prickett, Powell, Johnston, Kit-
ght, &c., and which would be sufficient to stamp its true
, I have some other testimony, and of an undoubted charac-
h I shall here offer, and for which I am obliged to Mr.
n; but before I introduce it, I wish to quote a sentence from
e speeches of Carron, in the presence of and in reply to Mr.
n, in the council in September last, when Mr. Clark was
d the question he had submitted was under the consideration
dians.

said, "Yesterday Mr. Thompson mentioned some occurences
I have no knowledge. When he came here last fall (we see
father, the superintendent and agent present,) *we saw him off
ods then, and I did not like it; we did not see him as we see
, (meaning in the presence of the superintendent and agent,) our
n did not like it, because he used the night instead of the day to
ss. I expected he would bring his claim before us in council.*"
the Indians had voted unanimously to reject his claim, he set
once to get up affidavits to prove that they had been unduly
d by Superintendent Huebschmann. He told you, but a short
re, when arguing his case, in his plain statement of facts,
king of his memorial of October 4, 1854, that even the su-
lent's authority "as a government officer was not sufficient
de or force them to an act of repudiation," but as they did
diate his claim on the 10th of September, 1855, in the
of Mr. Clark, a disinterested man sent out by the Treasury
ent, and that, too, although Mr. Thompson, George W.
George Cown, William Powell, William Johnston, John G.
George F. Wright, E. D. Gumaer, the gentlemen who had so
ained, in conjunction with others, all the powers of attorney,
ts and memorials which Mr. Thompson ever had, and who
tilled in the business, together with many other gentlemen
interested in the memorial and schedule of October 16,
e all there, and working with all their energy day and
mislead, intimidate and overawe, or otherwise control the
his miserable tribe of Indians, and "*induce or seduce*" them
e money to Mr. Thompson. But, sir, for the first time since
of September, 1850, the Menomonee Indians had an oppor-
speak freely their own sentiments without the management
retation of Bonduel and his associates; and Mr. Thompson
attack the superintendent with a hope that he might set
unbiassed decree of the Menomonee Indians on that occasion,
at purpose drew up an affidavit *in his own hand-writing*, in
there are divers allegations of a general character of im-
nduct on the part of the superintendent, but without any
arges; and in drawing up the paper he felt that he must
possible, the impressions which the speech of the old chief
d made about Mr. Thompson meeting them in October,
the woods in the night to do business. That affidavit is
y E. D. Gumaer, William Powell and George Cown, three
tlemen who certified to the truth and genuineness of the
of October 4, 1854. I quote from it, and am glad that Mr.

Thompson has filed it to sustain his accusations against the superintendent. "We further state that we were present last October when the chiefs executed a memorial to the President and Congress in favor of paying said claim, and know that the council at which the same was done was composed of the chiefs and headmen; that the same was publicly and fairly held; that it was fixed by Mr. Thompson to be held at two o'clock in the afternoon at the village of the Indians, but as all the chiefs did not attend at that time, Mr. Thompson objected to its proceeding till they were all present, and especially Carron; that the Indians then proposed to meet at the house of Lamotte, one of their number, *a mile or two distant, late in the afternoon, when they could get* all their number together; that they accordingly met at the house of Lamotte, when Carron was still not present, and Mr. Thompson insisted that they should wait till he should be sent for; that he was sent for, and then came, which caused the council to be held so late, *commencing about night*. These three gentlemen who thus swear on the 10th September, 1855, certified in writing, in company with their colleagues, on the face of the memorial of October 4, 1854, itself, that it was interpreted fully "to the chiefs and headmen of the Menomonee nation on the 4th of October, 1854, *at the Falls of Wolf river*, and that they signed the same of their own free will and accord, fully understanding the contents thereof." The concluding clause of the instrument is in these words: "Done in *general council at the Falls of Wolf river*, this 4th day of October, 1854." They swear that they certified to that which was not true, and sustain the statement of the chief Carron. The instrument of October 4, 1854, is said to be in the handwriting of Mr. R. W. McKeen of Terre Haute, Indiana, who, I learn from a note among the papers from Senator Bright to the Secretary of the Treasury, is "a man whose character is unimpeachable in every sense of the word:" but it seems in this case he did certify to that which some of his co-certifiers swear was not true, in an affidavit drawn up by Mr. Thompson himself. So much for the paper. Mr. Thompson went out to the Menomonee country to superintend the execution of it in person, and which he had placed in the hands of the old chief Osh-kosh to present to the superintendent in council, *when he knew nothing about its contents*, so that Mr. Thompson could come here and talk about the solemnity which attached to it; for he says he regarded it with a degree of solemnity not inferior to that which belongs to a treaty; "it is the act of the whole nation in the presence of its members, and indicated by the signatures as well as the conduct of every chief and headman." Now, I may state that Lamotte lives near four miles from the Falls of Wolf river—the place at which the council-house is situate—the only legal and proper place at which a council could be held—and Lamotte is an Indian who has for many years been considered "tricky among his tribe." Mr. Thompson's own testimony effectually disposes of this memorial of October 4, 1854, although backed by a certificate of such high authority. At the very time he sought to mislead you and deceive Congress about the solemnity that attached to that paper, he knew well how it was obtained, for he was there present, and, to use the language of Car-

ron, was "*off in the woods,*" and "*used the night instead of the day to do business.*"

On the 9th of April, 1855, the Menomonees wrote a letter to "Congress and the President," from the Menomonee reservation, Wolf river, Wisconsin, expressing their gratitude for the bounty-land law, by which Indians as well as whites were to receive its benefits; that they had been invited to the dangers of war, but heretofore had not been invited to the feast, but were rejoiced now that their great father had treated them all alike; and they said, incidentally: "We also wish to express our gratitude and thanks for the law which provides for the payment of a part of the debt we owe our worthy friend, Richard W. Thompson, who has long been seeking to obtain redress for us in regard to the treaty of 1848, by which we were defrauded out of a great portion of our land. Our hands were caught in a strong trap, and no one offered to help us out but our friend Thompson. He has loosened the strings a little, so that they do not pinch our hands quite so hard, and Congress and our great father has given us some oil for our wounds. We are truly grateful for this, and we pray that our friend Thompson may be paid from the treasury, as the law which has just been read and explained provides, and that he may not be obliged to wait for our annuities which become due in 1867. The Great Spirit has taught us to be just and true to our promises, and not to speak with forked tongues." They say the law has been interpreted by their friend William Powell, &c. William Johnston, (interpreter,) William Powell, and some other kind friends witness this interesting document. The original is among the papers. Mr. Thompson says of it, in a letter to the Attorney General on the 12th May last: "I had no idea that such a paper had existence until I was informed of it by telegraph, while at home, when I hurried here immediately. I had no personal agency whatever in getting it executed; I never directed anybody to have it executed; I never had any knowledge or suspicion that it was contemplated to execute such a paper; and to this I pledge my personal honor." At the same time and place (April 9, Menomonee reservation) the Indians wrote Mr. Thompson a letter, expressing their gratitude to him; and he filed it as confirmatory of the genuineness of the first, and as an evidence of the integrity of the Indians, *but as no sort of use for any other purpose,* as he held the law must be executed without their consent. Mr. Thompson wrote a long letter to the Indians on the 7th of March last, from this city, which they sent to their superintendent, and it is among the papers, and, from a perusal of it, you will be able to form a very correct judgment as to the truth of his denials of any knowledge or agency in getting up the letter of the 9th April last to the President and Congress. I do not see from the papers that anybody had brought such an accusation against Mr. Thompson, however, at the time he made the denial in such strong language to the Attorney General. But in making his attack on the conduct of the superintendent, Mr. Thompson obtained an affidavit from Mr. Elias Murray, the predecessor of Superintendent Huebschmann, which is among the papers, and, I think, will serve a good purpose in this connexion. By referring to the "private" letter of W. G. Ewing, sen., to Agent Bruce, of March 29, 1851, he states

this fact: "Colonel Elias Murray is the superintendent for the northern Indians; Colonel Thompson and my brother took an active part in his appointment, *and he is their friend.*" On the 11th of September, 1855, Murray swore, among other things going to establish the fact that the Indians had always intended to pay Mr. Thompson: "That William Powell, (faithful man,) late United States interpreter for the Menomonees, convened most of the chiefs at his (affiant's) residence, on the 9th day of April last, to hear a letter read and interpreted to them, showing that a law was passed at the last Congress to pay said R. W. Thompson, their attorney, forty thousand dollars ($40,000) out of the United States treasury, as a part of what was due to him, under his agreement with the Menomonees, for his services. * * * * And *they signed a letter*, addressed to him, expressing a desire that the $40,000 might be now paid to him from the United States treasury," &c. Mr. Murray might have added that *he* wrote the letter, but he did not witness its execution, as that would have detected the deception, and *shown* that it was made *to order in Wisconsin* and not on the Menomonee reservation!

The memorial of October 16, 1854, of the Menomonee Indians to the President and Congress, by which $87,436 34 more of the proceeds of the treaty of May 12, 1854, is appropriated to the payment of debts named in the schedule, with $12,000 set apart in the body of the memorial to pay a pastor, (Bonduel,) making the appropriation at that council $99,436 34, is with the schedule in the handwriting of George W. Ewing—a handwriting not unknown to the files of this office. He was in the Indian country with Mr. Thompson in that year as well as at the last September council, and was here with Mr. Thompson when the first power of attorney was obtained in September, 1850. The witnesses to that memorial (October 16, 1854) are eleven in number. I have named them heretofore. Among them are Powell, Bonduel, Johnston, Kitson, Jacobs, Cown, &c.; and these *disinterested* men certify that all was done with the full knowledge and consent of the Indians, and provision is made for every man of them in the schedule, and also for every man that witnessed the execution of every one of Mr. Thompson's various and numerous papers, except Mr. McKean, Mr. Williams, Mr. Murray, and W. G. Ewing, jr.; and the aggregate of their share of the spoils, as shown by the schedule, including Bonduel's $12,000, which is set off to them as claimants against the Indians, is only $45,293 08. But Mr. Thompson will tell you that his name is not found there; that he is ignorant of all these things; that he had advised the Menomonees not to pay any old debts, "and promised to do all in his power to prevent them from being paid, in whosesoever favor they might be." This was what he told the Menomonees; for, he says, "the Indians, when I first undertook to act as their attorney, consulted me about old claims that they said were against them, which they considered unjust." This statement is verified by what Osh-kosh and all the chiefs said at the Indian office on the 4th of September, 1850; they did not want a *door opened* to let in *unjust* claims. And Mr. Thompson says, that because the claimants generally understood *his views* on this subject, he "*was always kept in ignorance of everything about debts of the*

ians." Bonduel, Cown, Jacobs, Pricket, and others, who were at Indian office, and who had old claims against the Indians, knew Mr. Thompson would regard the wishes of the Indians in rela- to debts. They had some evidence of that fact in the case of the n debt that the Indians repudiated and denounced on that occa-

is to be observed that Mr. Thompson and George W. Ewing were ther in the Menomonee country in October, 1854; that the me- ial of October 4, 1854, was got up under Mr. Thompson's own ervision and direction; that the memorial of October 16, 1854, and schedule thereto, are in the handwriting of George W. Ewing, a comparison of the two papers will show unmistakeably that they a common origin; that the certificate of Sub-agent Suydam, to memorial of October 16, 1854, is precisely in accordance with and in ormity to the requirements of that clause of the amendment to the an bill, which Mr. Walker offered in the Senate on the 3d of ch, 1853, to pay to the Menomonees the sum of $613,515, "in s," in liquidation of their claim; that the amendment provided out of that sum there should be "*first paid such debts and demands nd upon said Indians, as they shall, in the presence of the proper agent or superintendent, expressly admit and sanction as just and* &c.; that this amendment, with this proviso, in favor of the ants against the Menomonees, Mr. Thompson states was pro- l through *his efforts* as attorney for the Indians; and yet, sir, Thompson states to you and to Congress that he had nothing to th the claims against the Indians, or with those who had such s, or with those (the Ewings) who were prosecuting them! Why, mendment of the 3d of March, 1853, if it had passed into a law, l have made these claims a prior lien to any other demand upon nd appropriated, not even excepting Mr. Thompson's collection Osh-kosh said, in the Indian office, that he did not want a door d to let in unjust claims against them. Mr. Thompson advised not to pay them, and promised to do all in his power "to pre- hem from being paid, in whosesoever favor they might be," and *fillment* of that promise, as *their attorney*, he advised and sanc- that the act of appropriation should be coupled with a condition hese claims, which the Ewings were prosecuting against the ns, should be the first lien upon the fund!

Thompson states to you that he was opposed to the collection ims *against* Indians, and was ignorant of the connexion the s. Ewing had with the claims against the Menomonees, and that ht as well have connected him with any other of the extensive ions of those gentlemen as with their business with the claim- against the Menomonees. Now, without exhausting the facts are of file in this office, I may here appropriately refer to one s indicative of Mr. Thompson's aversion to prosecuting claims st Indian tribes, and as showing the relation that existed between Messrs. Ewing and that gentleman. On March 25, 1851, he n this office an argument which, with the accompanying papers, d fifty-five printed pages, and, as "*attorney for the claimants,*" the appropriation of certain trust funds of an Indian tribe to

the payment of certain claims of sundry persons against them. On consideration of which argument, and the testimony and exhibits accompanying the same, the Interior Department set apart to pay these "claimants" for which he appeared, trust funds of the tribe amounting to the sum of $105,900 82, and the same was paid "*to Geo. W. Ewing, attorney,*" on July 16, 1851, and on September 24, 1852, there was paid said Ewing, as attorney, the further sum of $624 22 from the funds of such tribe, making the whole amount of Indian funds paid over in this *one* case, in which Mr. Thompson and Mr. G. W. Ewing both appear upon the records as *attorneys for claimants*, and for the use of the claimants, the sum of *one hundred and six thousand five hundred and twenty-five dollars and four cents!* It does not appear that Mr. Thompson made any objection to this money being paid to Mr. Ewing, or that his clients suffered thereby, or that the fees were not satisfactorily arranged between them. This transaction proves that Mr. Thompson did "trouble himself about the business of the Ewings;" that he was not averse to the collection of old debts from Indians, and that the Messrs. Ewing and himself were by no means ignorant of each other's transactions with the Indians, but active co-operators, as they were also even in the contract for the removal of the Menomonees.

A word as to the fraud charged on the Commissioner, in his negotiations with the Menomonees, and the land which he cheated them out of in 1848.

As to the first allegation, it is only necessary to remark, that in the manner in which the subject was first presented to the President of the United States, he came to the conclusion there was something wrong on the part of the Commissioner, and in a note, now of file in this office, dated May 1, 1851, he said, "the transaction implicates Mr. Medill, and justice requires that he should be permitted to explain." On the 4th of June following, having examined the case more carefully, he wrote a note to the Commissioner of Indian Affairs, in which he said, that "on reading again the report of the Secretary of the Interior, I see nothing which implicates Mr. Medill in any fraud upon the Menomonee Indians," &c. This fact should put to rest the charge of fraud alleged against the Commissioner, who negotiated the treaty.

In relation to the extent of territory to which the Menomonee Indians could rightfully lay claim, I am of the opinion that there has been much confusion about their true boundaries, as well as error in the actual quantity of land embraced within them.

The Menomonees themselves have put forward at various times very conflicting claims. That of Osh-kosh, in 1846, covered an area containing nearly seventeen millions acres, while the claim of the tribe in 1821, before they had ceded away any of their country, did not amount to seven millions of acres. As the title of the Chippewas and Winnebagoes was extinguished and those tribes receded, the Menomonees appear to have set up pretensions to portions of the country vacated; but at no time did they set up a new claim corresponding in every respect with the one previously made by them. Confusion is produced by the language used in some of the treaties

h the Indians, wherein the claims of the Menomonees are recited, not conceded, and perhaps in some cases the negotiators had no nite and accurate knowledge of the country which was attempted be defined. Whatever land they owned was held by the same de of title, and yet they seem to have made a distinction them- es between their farming land and hunting grounds; and when ming the largest area, and having the most expansive range, if r claim was good as against other Indians, they were compelled urchase permission to hunt on the west bank of the Mississippi en game was equally abundant on its eastern margin.

wing to the various and conflicting lines and claims of the In- ns, Commissioner Medill gave the subject a very careful examina- before he visited the Menomonees to make the treaty of 1848; the opinion of the Attorney General (Mr. Toucey) was obtained n various clauses of the preceding treaties, and the influence they uld have in controlling the boundaries of the Menomonee country l in determining the extent of the same. The commissioner caused these conflicting lines to be laid down upon a map in different lors, so that they would be the more readily compared and the dis- pancies detected.

In laying the foundation for the claim, I do not perceive that Mr. hompson obtained any other testimony than the *ex parte* affidavits nd statements of Bonduel, Cown, and their associates, which were n the files of this office. In addition to those, it appears by a note, f file here, from John Wilson, esq., Acting Commissioner of the General Land Office, dated October 1, 1850, and addressed to "R. W. Thompson, esq., Washington," that, at Mr. Thompson's request, Mr. Wilson sent him a copy of Nichollet's map, with a slip attached on the east, representing the lines of the Menomonee lands, "*as shown by a map borrowed from the Indian office.*" Mr Wilson says: "The *estimated* area within those lines is as follows, to wit: within the blue shaded lines, and exclusive of the surface of Green Bay, 8,869,760 acres; deduct water and pineries on the Wisconsin river, 869,760 = 8,000,000; estimated surface east of the blue dotted line, 2,000,000; reserved for Menomonees and New York Indians, 1,000,000 = 3,000-000; leaves area of last cession, 5,000,000." It thus appears that the very map upon which Commissioner Medill had caused to be delineated the various claims to and cessions of territory made from time to time by the Menomonees, Chippewas, and Winnebagoes, was used by Mr. Thompson, and the estimated quantity of land obtained by the decision of Mr. Wilson, within the area described as the "Menomonee lands," is taken and deemed to be the actual cession in acres, by the treaty of 1848, and this, with the *ex parte* affidavits before referred to, is the foundation of the claim!

After bestowing some attention to the subject, and causing it to be examined with some care, and the area of the various cessions and claims compared with the actual surveys, I am of the opinion that there has been much error about the actual Menomonee country; and that the talks of some of the chiefs, at different times, and on occasions when there was apparent acquiescence in them, when they should have been repudiated, and where, as between intelligent, civilized

parties, silence would be regarded as acquiescence, and even some of these "claims" being recited in treaties, has misled many persons in relation to the country actually owned by the Menomonees; and they have thus had accorded to them, by implication, portions of country which they never owned or occupied.

In the treaty of Prairie du Chien, in 1825, at which many of the northwestern Indian tribes had delegates present, the Menomonees made the declaration in the 8th article, that they were not "sufficiently acquainted with their proper boundaries," &c.; and their chief, Grisly Bear, at a council before the treaty, where the commissioner endeavored to obtain from the various tribes the description of their boundaries, said: "My father, why should I not listen to you. The Menomonees have never had any difficulties with any people. The *small piece* of land claimed by the Menomonees commences at Green Bay, and goes from there to the Fols Avoin river of Green Bay. *But it is so small that we can't turn round without touching our neighbors. But we travel about a great deal, and go where there is game among the nations around, who do not restrain us from doing so.*" And at a council held in 1827, and when the subject of their difficulties with the New York Indians was up, the first chief of the Menomonees said: "My father, from the time that the stranger Indians (New York) first came here, we have no knowledge of our having ceded any part of our country to them. When I heard of their arrival, I sent my brother to them to say that we could not sell any part of our land, *because it was so small.*"

In the complicated controversy between the Menomonees and the New York Indians, growing out of the cessions of 1821 and 1822 of the former to the latter, and by the last of which the New York Indians became joint owners of the Menomonee country, a controversy in which the Winnebagoes and Chippewas were also involved, an argument was made in the case in September, 1830, before the commissioners sent out, (Messrs. Root, McCall, and Mason,) and who were then sitting at Green Bay. Governor Doty argued the case for the Menomonees and Winnebagoes. After stating that the demand of the New York Indians embraced a country estimated to contain 6,720,000 acres, he, for the Menomonees, says: "Treating this demand as altogether ridiculous, those nations (Menomonees and Winnebagoes) have inquired in council of the New York Indians, whether they could not consent to make a more reasonable request than of the *whole Menomonee country?*" According to my investigations, if the Indians were to correct errors and make good former cessions, they had but little or no land to sell in 1848; for, by their early boundaries, they had, as the calculations now show, less than 7,500,000 acres, and they sold in 1831, for the New York Indians, 500,000 and also 3,000,000; and, in 1836, 4,000,000 of acres, making 7,500,000 acres, which was about as much—indeed more land, in quantity, than they claimed in 1830. But there was less land sold to the United States in 1831 than was supposed by 551,600 acres; and, in 1836, there was less than was supposed by 1,097,920 acres; thus leaving about 1,640,000 that Commissioner Medill had to extinguish title to within the early boundaries of the Menomonees *as claimed by them-*

lves, and also the vagabond right which they set up and claimed to rritory which had been purchased from the Chippewas and Winnegoes. And so much for the Menomonee claim, which Mr. Thompn worked up and obtained a report upon, on an account stated, owing that the government owed the Indians $1,083,807 84, but which he was willing to take "in gross" $613,515!

In bringing this exposition to a conclusion, I propose to treat the bject matter in a somewhat different light. It is a fact that the st meeting between Mr. Thompson and the Menomonees was ought about by the friends of that gentleman and the Messrs. ring. It is a fact that the parties who brought it about, and who ed as the organ of communication, were not only the friends of se gentlemen, but they were themselves claimants against the nomonees, and one of them (Jacobs) as indicated by the letter of m. G. Ewing, (of March 19, 1851,) was involved in other Indian tters with the Ewings and Thompson. The first power of attorney s clearly of their seeking. The second power of attorney and reement which followed were also solicited by them; their imporities, their management, their arts, their influence over the Ins, obtained from the Indians all the rights which Mr. Thompson n pretend to have acquired from the Indians. The benefits of the *agreement*" would flow not only to him who was represented to the dians as *disinterested*, but also to his *secret partners* and the *claimts* who were the *procurers* of it, the procurers being able to obtain for him from the fact that they were not even suspected by the nomonees of being interested with him or he with them, or that ey were to have a portion of the money which the Indians would be rsuaded to give. With these facts before me, without the additional es which I have received, and Mr. Thompson has himself furnished the papers recently sent to the treasury, I have always assumed at a power of attorney and an agreement thus obtained should be gidly looked into and strictly construed.

The powers of attorney fixed no compensation, and were abandoned r reasons assigned in the memorial of Mr. Thompson to Congress) an agreement. A contract can only be legally valid after it is gally signed, in cases where contracts are lawful. That agreement not only void in law, but I am satisfied that it never was signed in ouncil of the Menomonee nation; that no legal body, according to eir custom and usage, ever executed it.

First. The date of the agreement is February 15, 1851; yet the tary public certifies that it was executed on the 17th February; and,

Second. Several of the witnesses to the agreement, in their affidas afterwards got up for use in this city, represent it as having been de on the 17th.

Third. The fact that the certificate of the land officers at Green y, dated the 28th February, and the certificate of Bruce and Powell, ted the 10th March, 1851, being apparently written at the same e the body of the instrument was drafted.

Fourth. It was wholly out of the question for Wm. G. Ewing to vel from Fort Wayne, as the mode of travelling then was, or would out of the question with the additional facilities now for an indi-

vidual to travel from Fort Wayne to Lake Paw-aw-hay-kon-nay, in Wisconsin, and assemble a council of the Menomonee nation at that place, and have its action in ten days.

Fifth. William G. Ewing, sen., states, in his letter to John B. Jacobs, dated at Osh-kosh, on Lake Winnebago, March 19, 1851, that he had just returned from the Wisconsin, where he was with Major Bruce, "who (he says) has *kindly* certified Colonel Thompson's papers," &c., and also states to Jacobs that Kee-chee-new and Shaw-anno-fre-nessee are heads of bands and influential chiefs, "whose names it was important to get;" thus showing that the Indians on the Wisconsin, as well as those two bands and their chiefs, were not at Lake Paw-aw-hay-kon-nay.

Sixth. The statements of Bruce as to the dispersion of the Indians, and the unmistakeable evidence of collusion between him and Ewing, which is fairly deducible from his letters of March 22, 1851.

Seventh. Osh-kosh being represented as signing for his son, as though he was absent, and the son as signing for Osh-kosh as though he was absent; and,

Eighth. Because these same Menomonees, but for the interference of an interpreter not under the influence of Messrs. Thompson and Ewings, would have committed the error of signing a paper *assenting* to the payment of the money to Mr. Thompson, under the belief that they were signing a dissent, and this in the very presence of the agent of the Secretary of the Treasury! (See reference to the fact in the accompanying report of the proceedings of the council.) But suppose the agreement was signed with a full knowledge of its contents. Having been procured by such extraordinary means, Messrs. Thompson and Ewing cannot rightfully ask for it to be so construed as to give them compensation, unless they perform what they stipulated to perform.

Did Mr. Thompson do what in that agreement he stipulated to do? And if he failed, did he pay all expenses and forego all compensation as he agreed? He told the Indians that Commissioner Medill had cheated them out of certain lands, and he agreed to obtain justice for them, and was to have for his pay *one third part* of all he received from the United States for the Indians.

Now, in the first place, the Indians were not wronged out of one acre of land by Commissioner Medill; on the contrary, they have been paid for more acres than they owned or claimed as far back as 1830; and if they be charged with the lands minus under the treaty of 1831 and 1836, they are in debt to the government more than one and a half million of acres. Hence, by the very terms of his agreement, he was not entitled to receive from the Indians one dollar.

And, second, if the Indians *were* cheated, still Mr. Thompson is not legally or *equitably* entitled to receive *one* dollar of money from the Indians, for he has not obtained for them even so much as *three* dollars, either from Congress or the Interior Department.

Under instructions from this bureau, with your approval, a treaty with the Menomonees was made in May, 1854, and by that treaty they will obtain money. But that money is not for lands out of which it s alleged they were wronged by Commissioner Medill, but for lands

elsewhere situated, and to which the agreement makes no reference whatever! A reference to the papers will show to you that Mr. Thompson had not only no legal right to aid at making that treaty, but also that he himself says he was not permitted to do so.

As, therefore, he has not earned one dollar under his agreement, it would be a *cruel hardship* to deprive these poor Indians of their money and give it to the Messrs. Thompson and Ewing, who are represented to have become vastly wealthy through their extended and complicated transactions with the helpless denizens of the forest.

This case is too plain to justify, under ordinary circumstances, so elaborate an examination and such extracts in detail from papers pertaining to it. But the unusual means to which the claimants have resorted, and the success which has attended their efforts to deceive Congress itself, and the certainty of their determination to press the claim further, seem to demand at my hands a full exposure. As Congress acted under a misapprehension of the facts, and their action may embarrass the Menomonee Indians, it seems to me that justice to the Indians demands the repeal of the clause in the appropriation act having reference to this claim.

All which is respectfully submitted.

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

KAUKAUNA, ONTAGAMIE, WISCONSIN,
September 27, 1855.

SIR: Having resolved to resign my place as government interpreter to the Menomonee Indians, I have concluded to state the reasons that lead me to do so. I atttended to the payment of the annuity of said Indians this fall, and was compelled to become the instrument of so much oppression and injustice, that I am not willing to occupy so humiliating a position any longer. The conduct of Dr. Francis Huebschmann, the superintendent on that occasion, in relation to the claim of Mr. R. W. Thompson against the Indians, was such as to create in my mind a disgust for any official position that should require me to take part in it in any way. I had always supposed before that that it was the duty of government officers merely to see that justice was done to all persons, and did not think that they could be required to become prosecutors and persecutors of those who had business with the Indians or the government. I was with the Indians when they first employed Mr. Thompson in Washington in A. D. 1850, and know that he was not willing to be employed by them, until they persuaded him to it. And I know that ever since they have looked to nobody but him to do their business, and have refused to do business even with the government without his advice, and while I

have had nothing to do at all with Mr. Thompson's getting his pay for his services, I think it is wrong that the government officers should interfere with the Indians so as to force them, even against their will, to refuse to pay him. Having the management of the business of the Indians they have great power over them, and if they exercise this power for bad purposes it has the effect to corrupt and debase them. I am not willing to take any part in such things and therefore resign my place.

On Friday, when the council of the Indians was held by Mr. Clark, I told the Indians that Mr. Clark had directed that nobody should speak to them about Mr. Thompson's claim till they had concluded and reported their conclusion. This was done at the request of the superintendent, yet this order was violated almost as soon as made by the superintendent. He professed that he would be very indignant if he could hear or find out that anybody spoke a word to them on behalf of Mr. Thompson, and had several persons to watch if he could find any such; yet he himself was violating this order constantly. He had chiefs and young men in his private room as often as he could get them there, talking to them, telling them that they should not pay Mr. Thompson, and threatening them with the loss of their annuities if they did so. He told the young men that they must not permit the chiefs to pay him, and induced them to threaten to take the lives of the chiefs if they did. He abused Mr. Thompson to them, said that he was not entitled to anything, and that he was trying to cheat them out of money that did not belong to the chiefs but the young men and the children. He did everything in his power, by secret and unfair means, to get them to reject Mr. Thompson's claim, and used his official position to enable him to practise this injustice. I felt degraded while I was compelled from my position to take part in this business, and determined at once that, upon my return home, I would resign my office. I have known the Menomonee Indians a great many years, and know that the business of the nation has always been done by the chiefs and headmen, of whom there are now only about twenty-three or twenty-four. But the superintendent, Dr. Huebschmann, persuaded them last May to agree that, in all matters concerning their annuities, after that, the young men should have an equal voice with the chiefs. I believe that this was done for no other purpose than to induce the rejection of Mr. Thompson's claim, by getting the young men to believe that he was to be paid out of their money, and that the chiefs had no power to pay their money. It had this effect, because, after he had made the young men believe this, they threatened to take the lives of the chiefs if they paid Mr. Thompson. The superintendent has not consulted the young men about other claims, but has consulted the chiefs alone, and he and they have acted together. It is satisfactory to my mind, therefore, that this was designed for no other purpose than to be used as an instrument of oppression against Mr. Thompson. Such conduct can never receive any sanction from honorable minds. On the morning after the council held by Mr. Clark, I understood that the chiefs, with not more than four exceptions, had decided to pay Mr. Thompson what Congress had

allowed him, and I have no doubt would have reported this decision to Mr. Clark, but for the interference of the superintendent. He got the most of the chiefs together with some of the young men around them, and required that I should interpret what he said, in direct violation of the order of the day before. And this he did without any notice to Mr. Clark or Mr. Thompson. He told them that they must take his advice; as he was their friend he was ready to advise them about Mr. Thompson's claim—that they ought not to pay him; that if they did not he had his remedy against the government; that the President and Commissioner of Indian Affairs were good lawyers, and if they did not pay him he had his remedy to apply to them; that he was allowed too much, and it should be left to good lawyers to decide how much he should be paid; that if they paid him he would laugh at them, and that he was a doctor and received certain fees, and knew how much men should be paid. Just as he was saying these things Mr. Thompson came up, when he immediately changed the subject to something about a hay contract, and thus furnished proof that he knew he was engaged in a dishonorable act. His countenance and agitation at detection betrayed this to everybody who saw him. From this time he made no further attempt to talk to the Indians where he could be detected, but continued to do it in secret, both night and day—up to the council on Monday, the 10th instant, when the claim was rejected. He even went so far as to procure a meeting of the Catholic chiefs at the house of the priest after service on Sunday, so as to bring his influence to bear upon them against Mr. Thompson. And again, Sunday night had the priest and some of the Catholic chiefs at his room. This is such an outrage as few have the hardihood to undertake to practice, to use the great influence of the priest over the minds of Catholic Indians, to influence them to do wrong instead of teaching them to do right. There is much more of the conduct of the superintendent that is impossible to put down, but this is enough to show why it is that I cannot hold my place any longer, for I cannot degrade myself by helping to do such things.

Very respectfully, your obedient servant,

CHARLES A. GRIGNON,
United States Interpreter.

Hon. GEORGE W. MANYPENNY,
Commissioner of Indian Affairs, Washington City, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, October 8, 1855.

SIR: I have received your communication of the 27th of last month, notifying me, for reasons therein stated, of your resignation of the office of United States interpreter for the Menomonee Indians.

I have transmitted a copy of it to Superintendent Huebschmann, for his information and for such reply as he may feel authorized by the facts of the case to make.

Without intending to form any opinion as to the truth of the alle-

gations contained in your letter against the superintendent, I have to say to you, that in my opinion your communication furnishes abundant evidence that you are not a suitable person for the office of interpreter for those Indians, and therefore your resignation is very acceptable to this office.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

CHAS. A. GRIGNON, Esq.,
Kaukauna, Ontagamie, Wisconsin.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, October 8, 1855.

SIR: I enclose herewith a copy of a letter this day received from Charles A. Grignon, esq., resigning his office as interpreter for the Monomonee Indians, for such reply in relation to the charges therein contained as you may feel authorized by the facts of the case to make.

In selecting a successor, I have to admonish you to be assured that he is a man of integrity.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

F. HUEBSCHMANN, Esq.,
Superintendent Indian Affairs, Milwaukie, Wisconsin.

NORTHERN SUPERINTENDENCY,
Milwaukie, October 13, 1855.

SIR: Your communication of the 8th instant and a copy of a letter of Charles A. Grignon, resigning his office as interpreter, have been received. Mr. Grignon has not stated the true reason why he resigned. Since a house has been built for the interpreter he has been aware that he would be required to reside there. He holds the office of county treasurer of Ontagamie county, and though a deputy does the business of the office for him, on his removing to the Indian country the office would have been declared vacant. He had repeatedly declared that he could not live with his family on the interpreter's salary, and at first wanted to be recommended for agent, and afterwards foolishly applied to Mr. Hunkins to be appointed farmer in addition to the office he held. He is unfit for either of the offices to which he asked to be promoted. I am not at all disappointed that he lent himself during the last days of his office to the corrupt schemes of the claimants against the Menomonees, and suggested at the Menomonee payment to Agent Hunkins that it was proper to suspend him from his duty. But, from the fact that his resignation was soon expected, and that it is somewhat difficult to select a proper person to fill

the place, I did not feel prompted to direct his suspension. His father, Augustin Grignon, has a claim of some $15,000 against the Menomonees, but was heretofore opposed to Thompson's claim, as unjust and exorbitant, and Chas. A. Grignon himself has heretofore been bitterly opposed to that claim. It is apparent that they have been made to believe that the interest of all the claimants are the same with Mr. Thompson's, and they, consequently, have changed their views. It was to be expected that the adoption of the rule by the Menomonees, to allow the young men a voice in all matters appertaining to the granting of any part of their annuities to any claimants is very objectionable to Mr. Grignon and the rest of the claimants, for the reason that they have no hope of prevailing upon the young men to consent to the payment of the claims. Nevertheless, the Menomonees have a perfect right to adopt such a rule. On the 8th of April a number of chiefs had signed at Murray's house a memorial in favor of paying Thompson's claim; when the young men heard of it they became excited and threatened the chiefs, and on the 17th they held a council, and the chiefs signed unanimously another memorial revoking the former.

This was all done in my absence. When I visited the Menomonees in May the excitement amongst them had not yet subsided, and it was reported that the life of chief Lamotte was in danger, because the young men believed that he had been bribed by Thompson with a promise of $1,000. To allay this excitement I suggested to them to sign a paper expressly acknowledging that the young men have a voice, which, in fact, the chiefs had acknowledged already, when they acted under the influence of the young men and revoked the memorial of the 8th of April. It had never entered the head of Mr. Grignon that on the Menomonees becoming more civilized and intelligent changes in their form of government, which would bring it nearer to the democratic form, would suggest themselves.

The statement that I threatened the Indians with the loss of their annuities if they paid Mr. Thompson, is as false as it is absurd, if the idea is meant to be conveyed that I threatened to take his annuity from any individual Indian.

If Mr. Grignon did know an Indian whom I threatened so he would have named him As it was my duty, I explained to the Indians how much of their annuities it would take to pay Mr. Thompson.

The statement that I induced the young men to threaten to take the lives of the chiefs, if they did pay Thompson, is equally false. Some of the young men who came to me were very much excited, but I quieted them by referring to the fact that, under the rule adopted, the consent of the young woul l have to be obtained, as well as of the chiefs, before the claim would be paid. It is equally untrue that I used unfair means to prevail upon the Indians to reject Thompson's claim. If Mr. Grignon, from his position, was compelled "to take part in this business," he would have stated how, and when, I did use unfair means.

I did not violate any rule made at my request. On the first day of the council, after Mr. Thompson and myself had addressed the In-

dians, I requested that nobody should speak to them in relation to Thompson's claim, so that the council which they were about to hold among themselves would be undisturbed.

If there was any such rule, Mr. Grignon violated it himself, when he, as he says, on the next morning, "understood that the chiefs, with not more than four exceptions, had decided to pay Mr. Thompson what Congress had allowed him." The report which reached me as to the views of the Indians expressed in council, was that a few were in favor of paying a part of the amount, and the others against paying anything.

In relation to the conversation which I had with some chiefs on the forenoon of the 8th, I stated the facts in a communication to the Hon. S. Clark, of which I enclosed a copy to you. I did not see Mr. Thompson come up when I was speaking to the Indians, and consequently could not have changed the subject on his account.

That I made Mr. Grignon act as interpreter on that occasion, proves sufficiently that there was nothing intended to be secret about it, for I knew very well that Grignon would report it to Thompson as soon as he met him at Cown's house, were they all boarded.

If Mr. Grignon believes that I ought to have obtained permission from Mr. Thompson, or anybody else, before I did speak to any of the Indians in relation to Thompson's claim, or received the visits of the priest, or of any of the Indians, he is mistaken. Only a short time previous, he had entertained in relation to Thompson's claim views similar to those expressed by myself to the Indians, but since he found that my arguments might be applied with equal force against all, or most of the other claims, he began to look upon the matter in a different light, while I had no reason to change my views.

If I had been perfectly inactive while Mr. Thompson's emissaries were traversing the Menomonee settlements in all directions, and using persuasion, threats, and bribes, to prevail upon the Indians to consent to the payment of Thompson's claim, and had done nothing to remove the impressions made by their falsehoods, my conduct would no doubt have been approved by Mr. Grignon and Mr. Thompson.

Very respectfully, your most obedient servant,

FRANCIS HUEBSCHMANN,
Superintendent.

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs. Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, November 6, 1855.

SIR: By the direction of the Secretary of the Interior, I transmit herewith a copy of a communication from R. W. Thompson, dated October 19, 1855, having reference to his claim against the Menomonees, together with copies of sundry affidavits, for your information and such reply as you may deem proper and the facts may warrant.

our immediate attention to these papers and an early response are rable.

ery respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

. HUEBSCHMANN, Esq.,
Superintendent Indian Affairs, Milwaukie, Wisconsin.

NORTHERN SUPERINTENDENCY,
Milwaukie, November 24, 1855.

R: I have the honor to enclose a report containing my answer to ı of the statements and arguments of Mr. Thompson and of his izans as seemed to call for an answer from me. These men have l up so much mud to be thrown on to me, and have raised such ds of dust to cover their iniquities, that it is no pleasure to wade ugh them. If you should deem it necessary that some of the ts raised by Mr. Thompson, which I have not touched upon, ıld be answered, I shall be obliged to you if you will point them.

It seemed to me that if I extended my communication to greater th it would be read by less persons than as it is. I wish you ld obtain for me, if convenient, copies of Mr. Clark's report and Thompson's report of my remarks, and have Mr. Thompson's rt of the speeches of the chiefs compared with my own, which I arded to your office with my report of September 28, 1855, and if two reports should vary much, a copy of my report of these ches made and forwarded to the honorable Secretary of the asury.

ery respectfully, your most obedient servant,

FRANCIS HUEBSCHMANN,
Superintendent.

Hon. GEO. W. MANYPENNY,
Commissioner Indian Affairs, Washington, D. C.

NORTHERN SUPERINTENDENCY,
Milwaukie, November 23, 1855.

IR: Copies of the letter of R. W. Thompson to the Hon. James thrie, Secretary of the Treasury, dated Washington, October 19, 5, and the affidavits accompanying it, have been received. In re on to the legal argument made by Mr. Thompson in relation to claim I do not deem it my province to argue against it, since ıt of the points have already been passed upon by high judicial hority.

f Mr. Thompson really believes, as he states, that I entertain a per- al hostility to him, he is in error, and the fact that Mr. Thompson lily consented on the 6th of September to the order in which the

council on the 7th was to be conducted, to wit: Mr. Clark to open the council with some remarks explaining the object of his mission, then Mr. Thompson to speak to the Indians in behalf of his claim, and I (the superintendent) to follow him on the other side, seems to prove to me that Mr. Thompson had neither seen any evidence of any personal hostility on my part against him, nor considered the instructions of the Secretary of the Treasury as precluding me from acting on that occasion as agent to the Menomonees, and this objection raised now by him seems to me entirely unfounded.

Superintendents are considered as agents, and, for instance, are authorized to make out application for bounty lands for Indians, while the law on the subject only speaks of Indian agents. The agent who is acting under me is, by the law creating his office, (an act making appropriations for the current and contingent expenses of the Indian department and for fulfilling treaty stipulations with various Indian tribes, for the year ending June 30, 1856, and for other purposes, approved March 3, 1855,) styled "one (agent) for those (Indians) at Green Bay, Wisconsin," and his agency extends over the Oneidas and Stockbridges as well as the Menomonees, and in fact is co-extensive with the present limits of the northern superintendency; consequently I am as much particular agent of that latter tribe as he is, and it would appear only proper that the superior agent should transact business of importance, particularly when the attention and time of the other agent is occupied by other duties previously assigned to him. Personally I would have been very glad to be relieved of any responsibility in relation to the Menomonees acting on the claim of Mr. Thompson, with the full understanding of the case and without being "controlled by improper means;" but since there seemed no doubt to exist as to my duty in the case, I was determined to act on that occasion as on others, without fear of any blame to be thrown on me by interested parties.

In relation to the report of the proceedings of the councils, it is much to be regretted that I did not succeed in securing the services of a competent reporter, but Alfred Marschner, esq., of Sheboygan, who had been engaged for that service, was unable to fulfill the engagement, and Daniel Shaw, esq., of Milwaukie, who was desirous of joining my party and acting as clerk and reporter, found that it was impossible for him to go only a few hours before the steamboat left, on which we had engaged passage. When the council was opened on the 7th, Mr. Anderson, a young man who had acted as guard to my funds, attempted to report, but as he could not write fast enough, or take down the substance of the remarks, I took his place myself. A copy of my report of the substance of the remarks of Mr. Clark and Mr. Thompson is herewith included, and, I presume, if Mr. Thompson had reported my remarks as near correctly as I have his, there would be no controversy as to what was actually said. After I had concluded my remarks, Mr. Thompson asked and received the privilege to say something more to the Indians, and I followed him again with a few words, not so much in opposition to his last remarks as to guard against any misapprehensions of some remark I had made before. Before the close of the council, Mr. Thompson spoke a third time, but

I have not reported the remarks he made after he had closed his first speech. If Mr. Thompson then thought that I had said to the Indians what unjustly prejudiced them against his claim, he might have raised the point or points, and on his establishing them Mr. Clark would have given the proper explanations to the Indians, and not only on the 7th he had an opportunity to do so, but on the 8th, when he had read over his report of my remarks, and the Indians came in council without being ready to give their decision, such corrections might have been made. His (Mr. Thompson's) report of my remarks was shown to me by him. On reading it, I took a pencil to correct it, but found some sentences reported entirely erroneous, so that it was impossible to correct them without writing them out on a separate piece of paper, and on handing back the paper to Mr. Thompson, I pointed out some of the erroneous sentences to him and remarked, that the remainder of the report was in the main as correct as might be expected under the circumstances. Mr. Thompson, himself, contradicts his statement, "after these (corrections) were made, he handed it back to me as a correct report of his speech," by stating, in another part of his letter, "there is some difference between the superintendent and myself about what he did say on the subject."

It is unfortunate for Mr. Thompson that he looks upon the measures taken by the government for the improvement of these Indians, and their legitimate results, as calculated and intended to injure his interests, and he assumes to himself, in that report, entirely too much importance. The payments to be made under the treaty of May 12, 1854, were not stipulated to commence with the year 1867 with the intention of depriving him of an opportunity to receive pay for services to the Indians, which he claims to have rendered, but merely because then the annuities under the treaty of 1848 will have expired, and because it seems bad policy to pay to the Indians too much money at any one time. The considerations properly looked upon by the Indians as most important, were the stipulations for improvements to be made for their benefit, and every philanthropist will be glad to notice the beneficial results obtained already. One of them is the deep interest in their public affairs now more felt by the young men of the nation. The young men have always been allowed a voice in the councils of the nation. Chief Carron, in a speech made in council on September 8, said: "When the Commissioner was sent to Lake Powaigun to buy our lands from us in 1848, the chiefs were unwilling to do anything with the Commissioner; we left it to our young men." On the 10th following he said: "I talk for the young braves. The money hereafter to be paid will be paid each in their own hands," and, turning to Mr. Thompson, "myself and all these young men are not willing to allow your account. I am not the first chief, but I belong to the family of chiefs. I have been the spokesman of the young men ever since I have been a man, and this is well known to the white people."

There has been no important business transacted by the Menomonees in council, since I am acquainted with them, except many of the young men were present and their assent obtained, and whenever business was transacted by the chiefs secretly, the young men con-

sidered their rights infringed upon. Carron, in behalf of the young men, said, in relation to the secret council held by Mr. Thompson on the 4th of October last, "when he (Mr. Thompson) came here last fall (we see now our father the superintendent and agent present) we saw him off in the woods then, and I did not like it; we did not see him as we see him now, (in presence of the superintendent and agent.) Our young men did not like it because he used the night instead of the day to do business. We prefer to see business done in day-time.

When some of the chiefs had secretly met on the 8th of April last, at the house of Elias Murray, esq., late superintendent, without the limits of the Indian territory, and had signed a paper in favor of paying Thompson's claim, the young men considered these proceedings as in violation of the regulations and usages of the tribe, and the chiefs knowing that they had been misled to do wrong, conformably to the wishes of the young men, unanimously signed in open council, on the 17th of the same month, a memorial to the President, revoking their action of the 8th, and many young men signed the same document. (These proceedings were had in my absence and without my knowledge, and when it was impossible for me to give advice to the Indians, or to exercise any influence in relation to these affairs, I should receive neither blame nor credit for these acts of the Indians, as I did not know anything about them until I received a copy of their memorial of the 17th.) As shown above, they had been always allowed a voice in the councils in relation to important affairs, and since the Menomonees, in their present settlements, can be called together at short notice, there can be no possible objection to all those parties participating in their councils who take sufficient interest in their public affairs, except on the part of those who know that the majority of the Indians look upon their claims as extravagant or without foundation, and think, as Carron said to Mr. Thompson, "the birds of prey are plenty."

Though Mr. Thompson says, "I apprehend such a thing was never heard of before, and that there is no like instance in the history of the government intercourse with the Indian tribes," I think that the Menomonee council acted perfectly correct and in accordance with their own usages, allowing the young men a voice in their proceedings. When I visited the Menomonee country during the next month, I found the Menomonees yet much excited and apprehensive of the consequences of the paper signed by some of their chiefs on the 8th of April, and some of the young men were afraid that some of their chiefs, through their imbecility and by bribery, might be seduced again to sign such papers. Lamotte, one of the chiefs, was openly charged with being bribed by Thompson, through Cown. Archibald Caldwell had been freely speaking of a conversation between William Powell, George Cown, and the chief Lamotte, which took place at Milwaukie, about the 7th of March last, where all of them were to attend as witnesses in the habeas corpus case of the Menomonee boy, and when Mr. Powell had spoken of good news he had received from Mr. Thompson, in relation to his claim, and Mr. George Cown, of $1,000, soon to be in his pocket for Lamotte.

On the 7th of May, in council, a motion was made to "break" La-

otte as a chief; but since no conclusive *proof* was offered of his guilt, ıd I doubted the propriety of interfering with their government, I ok no notice of the motion. The chiefs who had signed the paper ır Thompson on the 8th of April were so much cast down that I ould not reproach them for their conduct, but did everything in my ower to allay the bitter feeling of the young men against them. The ction of the council on the 17th of April, held in my absence, and, s already remarked, without my knowledge, had been conclusive as o Mr. Thompson's claim, and no further action in relation to it seemed o be necessary at that time, neither did I expect that his claim would ıgain have to be acted upon by the Menomonees, and the memorial of he 8th of May, conceding to the young men equal rights with the hiefs in relation to the granting of any part of their annuities to any laimant or claimants, was not signed with particular reference to his ase, and by it no new right was given to the young men which had ıot been conceded always, and which had been exercised at the preeding council of the 17th of April; but it was considered as a bond ıf amity between the chiefs and young men, to relieve the latter of heir mistrust against some of the former, and in that respect it had a ery happy effect. While during the previous excitement the Menonees had much neglected their agricultural and mechanical labors, hey returned after this council (contented with the formal concession ıf a right which the chiefs had, however, never refused to acknowedge when the young men wanted to exercise it) to their pursuits, ınd have from that time till September (when, unfortunately, the exitement was for a short time revived) made more progress in the arts ıf civilization than previously during many years. I had neither been instructed by the Indian Department to obtain any such action ın the part of the Indians, nor thought of it previously, but the propriety of such action suggested itself during the proceedings in counıil, and I considered the memorial of so little importance, except as to its effect among the Indians themselves, that I did not forward it to Washington until several days after I had returned to my office. It was mailed by me on the 17th of May, and consequently information of the action had could not have been at Washington on the 18th, when Mr. Thompson wrote his letter to the Attorney General, signifying his willingness to submit his claim to the Menomonee council. If a trap has been set for Mr. Thompson by his writing a letter on the 18th May, agreeing to submit his claim to the Menomonee Indians, I know of no one who did it except himself. I have uniformly expressed my conviction, as well in writing official papers appertaining to the subject as in conversation, that the Menomonees in council would not assent to the payment of the claim if no improper influences are brought to bear upon them.

The official business of the Menomonees is not done by twenty-one chiefs, as Mr. Thompson says, or any number of chiefs, but it is done in open council, where all have access as much as practicable, and where every one is allowed to speak. It is true that of late the young men have oftener participated more lively in these councils, since there are many among them who understand as much or more in relation to their domestic affairs, farming operations, &c., than their chiefs.

Generally the decision of the council is unanimous, and then the chiefs, or such of them as are present, sign or make their marks, to signify the assent of the nation to any such documents. Such was the case with the making of the treaty of 1854. Osh-kosh was not present when the conclusion to which the council had come was announced, and was understood to be sick at the time. On their receipts for annuities, the heads of families receipt for the amount paid to them. On their receipts for provisions and other articles furnished to them, as they are generally distributed by bands, the chiefs of the bands, ten in number, generally sign, and in case the head chief of the band is absent, some other chief belonging to the band; but no such action has ever been considered as done fairly, or as binding upon the nation, except it was had in open council and at the common place of meeting.

The list of names of those authorized to act, furnished by the agent to Mr. Clark, I believe contained all the male persons of age on the pay roll; but in calling the Indians to sign either the paper "dissenting from," or the one "assenting to," the payment of Mr. Thompson's claim, on Mr. Clark's request the interpreter called the chiefs in their order, as they were sitting on the benches before us, and after Mr. Clark ascertained that all the chiefs, some thirty in all, had signed, and neither of them, nor any of the young men, were willing to sign the paper in favor of paying Mr. Thompson's claim, he thought that the will of the nation was sufficiently ascertained, and that no further signatures were necessary. From these facts, it appears that the regulation adopted, which, however, in fact was no new one, did not work an injury to Mr. Thompson, as he claims, for there were not even among the chiefs any who would sign the paper in favor of his claim.

Mr. Thompson represents me in my remarks as misrepresenting the treaty of 1854, by telling the Indians "that the sum given by it was a consideration of *the difference between lands in Minnesota and Wisconsin.*" I admitted distinctly, that "the relinquishment by said tribe of all claims set up by or for them, for the difference in quantity of lands supposed by them to have been ceded in the treaty of 18th of October, 1848, and what was actually ceded," was mentioned, and I handed the treaty to the interpreter, and he translated, on my request, the fourth article to them. The Indians, no doubt, well recollected that at the making of the treaty the difference in the number of acres ceded by them in Minnesota, over the quantity ceded to them by the government in Wisconsin, and the value per acre, &c., was the subject of a lengthy debate, and understood it perfectly.

In relation to the charge of Mr. Thompson, that I cheated the Menomonees out of $600,000, in inducing them to sign the treaty of 1854, I have to state, that I never committed myself as far as to say that any such amount was due to the Menomonees. It is true that the committee of the Senate reported that such amount was due to the Indians; but the same committee, no doubt, on due reflection and reconsideration, reported the amendment to the fourth article of the treaty of 1854, only increasing the amount to be paid $92,000, making a sum total of $242,000; and, since it cannot be denied that "the difference in extent between the lands hereby ceded to the United

States and the lands given in exchange," amounting to about 400,000 acres, was an important consideration in fixing this amount of pay, which consideration was independent of the claim previously set up for the Menomonees; and since the said amendment was, as I understand it, reported and agreed to by the Senate as a finality to that claim, I should think that I might be excused if I differed even more than the Senate committee did in their last report with Mr. Thompson, as to the amount of the lands previously ceded by the Indians, for which it was alleged they received no pay. When some of the delegation of the Menomonees visited Mr. Thompson at Washington, they were told, as I am informed and as has not been denied previously, that a great many more boxes ($1,000 silver) were due to them. My informants may have been incorrect in stating that it was Mr. Thompson who estimated the number at 600. At any rate the amount was immensely large beyond the comprehension of these Indians, and they therefore were willing to pay to the person who would get it for them a large share. Carron, who seems to have been the most intelligent amongst them, however, distinctly states that Thompson told them that he would get his pay out of the money coming from the government and not out of their (the Indians') annuities, and the Indians, until recently, were left under the impression that such would be the case, if they consented to have the claim of Thompson paid. It was certainly my duty to remove such false impressions, and I stated, for this purpose, that it would take two of their annuities (and a part of a third) stipulated under the treaty of 1854; and this is all that I stated in relation to their losing any moneys which they were to receive from the government; neither did I say "that Congress expected them to be directed and governed by him," (me.) Mr. Thompson gives his own report and version of my speech, and then makes his own deductions from it, which, in most cases, are entirely unwarranted, and some of the remarks quoted make no sense. If there was any object in the order of the honorable Secretary of the Interior, that the agent of the tribe should answer Mr. Thompson, it was my duty to correct him where he had taken positions and claimed merits for his case which, in my opinion, did not exist. That his report of my remarks should be admitted evidence, I must object to.

There is one important error, as to my legal rights and duties, and as to the facts in the case, the cause of much complaint on the part of Mr. Thompson, and of most of the persons whose affidavits he produces. They seem to have supposed that my authority as an executive officer had been superseded, and that for any redress against improper means being used to influence the Indians I would have had to apply to Mr. Clark, while I did everything in my power to treat Mr. Clark with the courtesy due to him, and to assist him in obtaining from the Indians a fair expression of their views in relation to Thompson's claim. I was in the Indian country in the regular line of my duty, and a great amount of official business was to be transacted, and it was for me only to judge when and where I should speak to the Indians or transact any business. It is true, that when the Indians on the first day of the council were about to leave us, to counsel among themselves, I suggested, that they be advised not to be influenced by

outsiders, and I believe their council during that afternoon was not interrupted. On the evening I soon learned that emissaries were traversing the settlements of the Menomonees to persuade and to intimidate the Indians in favor of Thompson's claim. It is true that Mr. Thompson denies that these persons were in his employ or acted under his responsibility; but it seems to me that large amounts of money would not have been offered, if the party most interested had not furnished the means. It was not and is not now pretended by anybody that Mr. George W. Ewing did not come to the pay ground to assist Mr. Thompson; and if Mr. Ewing injured, perhaps, Mr. Thompson's cause more than he assisted it, by offering bribes to the Indians, I have only to express my regret that such means were resorted to. The same is the case in relation to the threat of the removal to the Mississippi, in case they did not allow Mr. Thompson's claim. Mr. Thompson denied that such threats originated with, or were authorized by, him, as well as the threat of the removal of Carron's bones; but since the same were in open council asserted to originate with Mr. Cown, the right-hand man to Mr. Thompson since 1850 and previous, it is probable that the Indians did not believe the denial. I should be the last man to be made responsible for the over-acting of Mr. Thompson or of his friends. It was my duty to counsel and advise the Indians at the time when they needed it most, and to show the absurdity of the threats used. In relation to the conversation which I had with some of the chiefs on the 8th in the street between the houses and the trading shanties of the village, it is self-evident that I intended nothing secret, from the fact that Mr. Charles Grignon there acted as my interpreter. I knew very well that his connexion with the Indian Department would soon cease; that his sympathies and feelings then were on the side of Mr. Thompson and the other claimants, and that he would report anything I said, as soon as they would meet at the house of Mr. Cown, where they boarded together. If Mr. Grignon really misunderstood me and translated to the Indians, that because I was a doctor I consequently knew what lawyers' services were worth, he made nonsense of what he translated; but even though I could not be made responsible for such a mistake of the interpreter, it cannot be shown that it had an effect injurious to Mr. Thompson; for when the Menomonees wanted to leave it to Mr. Clark and myself to fix the amount which Mr. Thompson was to receive, we both declined to do so. The other remark made at the same time, though equally incorrectly reported, was in relation to some action which might be had in relation to Thompson's claim, even if the Indians should not assent to its payment as it was before them. In the opening of his letter of October 19th, Mr. Thompson says: "I have a meritorious claim upon the Indians, independent of the act, for compensation for services actually and honestly rendered," and if this position is right, it proves that I was correct in stating, that if it should be found that Mr. Thompson has actually and honestly rendered services to the Indians, that he has a claim, (independent of the act, or the proviso, or any action under it,) and that it can be examined into by the proper authorities.

There is another error of Mr. Thompson's which has arisen from

the same misunderstanding of my legal rights and duties as an officer of the department, in consequence of which he pretends that I should have made complaint to Mr. Clark in relation to these attempted briberies, threats, &c. The only question with me was, whether I should have the guilty parties arrested, and if doubts had not existed, whether an "act to regulate trade and intercourse with the Indian tribes, and to preserve peace on the frontiers," is in force within this State, I would have probably done so, and then the connexion of Mr. Thompson with these attempts, I think, would have been proved; but Mr. Clark could not supply such want of legal and official power, and it would have consequently been useless to trouble him *officially* with such complaint.

In relation to the question asked "Why was this present of a suit of clothes made to the chief?" referring to the remark made by Sho-wa-no-penassiew, "that they were poor—that even the coat he had on he received from me," (the superintendent,) Mr. Thompson should have stated, that I remarked at the time that I did not want the impression to prevail that I made presents to any of these Indians; that this coat, as well as many other garments which were worn by the Indians, were made up by their own women of cheap stuff furnished to them in the spring. Mr. Thompson himself then and there conceded that the term "present" was used by the chief figuratively, and that I had not made him a present personally. The fact is, that all of the Indians got as much of this stuff as they wanted for their own use and what their women could make up into garments, and this chief as little considered that coat as a present from me as he did the bag of flour, which was his share of the annuity provisions; and Mr. Thompson must be hard up for arguments in favor of his case, that he now picks out this remark occurring in *his* report of the speech of this chief, to throw suspicion on me. (Reference is made to my annual report, and the report of the teacher of the sewing school.)

Mr. Thompson, in again referring to the treaty of May 12, 1854, states, that the Menomonees were induced by the threat of removal to the Mississippi to sign that treaty, and that they would not have signed it without, in his (Mr. Thompson's) absence. In this, again, he assumes to himself too much importance and influence with the Indians, as he did in presuming that the terms of the treaty in relation to the payments to be made were fixed by the Indian Department to injure him. I had told the Indians when I first visited them, that I would do all business directly with them, and without interference of any attorney or of their traders. When I visited them in January following, I told them that I would return soon, authorized to make a treaty with them, and this prospect caused great joy among them. Not one word was said by any one of them desiring that Mr. Thompson should be present on that occasion, and at the making of the treaty itself not one word was said by any of them in favor of paying any claim of Mr. Thompson or of any other claimant. There was no difficulty in making the treaty with them, except with those who had resided on the Oconto, and who were at first not inclined to consent to a change of their territory, which would compel them to remove to the Wolf river. If the late sub-agent, Mr. Suydam, to

obtain their consent to the amendment of the Senate, giving them $92,000 additional pay, did use the threat of the removal to the Mississippi, I should be sorry for him, and that he took it upon himself to obtain their consent; for I am positive I could have obtained that consent without any such threat.

In relation to the affidavits produced by Mr. Thompson, I have to state that the statement of Mr. George F. Wright can only refer to the payment of Thompson's claim as far as it was depending upon the assent of the Menomonee Indians to it; and I have as well before, as after I learned that Mr. Thompson had declared his willingness to submit it to the Indians, frankly and openly expressed the opinion, that the Indians would not consent to it if the matter was properly explained to them.

Mr. Thompson next introduces W. A. Davis as a gentleman of high respectability, who resides at Muckwa, Wisconsin; I do not know of any other Davis of Muckwa, except one, who is selling whiskey to the Indians, and who has been convicted of it. In relation to the contents of his statement I have nothing to add to what I have already stated in relation to that conversation in the open street with some of the Indians.

In relation to the affidavit of Way-wau-wett, or John Waupose, I have to say that he understands some English, but not sufficient to avoid ridiculous misunderstandings, and on such must be founded, if on anything at all, the statement that I said, "he had better look out that he (I) would hang him." I, of course, never thought of any such thing. His name was struck from the pay-roll in accordance with a rule of the Menomonee council, prescribing that none who did not reside or plant on the Menomonee lands should be put on the roll. He would never have been put on, if it had not been through the mistake occurring through his having two names, and when the mistake was found, it was at once corrected. There was no exception made for any other Indian, who had not complied with this rule, except for a blind man and a widow, and this was done at the request of the council. John Waupose had, at the previous payment, promised that he would at once remove to the Menomonee country, but had not done so, and his statement "that the said Indians would, as he believes, never have thought of rejecting said claim but for the threats and interference of said superintendent, by which he had induced the young men to frighten the chiefs," deserves the less credit, as he had been absent from the Menomonee country most of the time when these proceedings took place. It is not stated that the statement signed by him was explained or translated to him, and under the circumstances he might have been induced to sign almost any statement.

Next he introduces a statement of R. A. Jones and Wm. Johnston.

Mr. Jones is the same person whose contract with the Indians for the cutting of the pine timber on their lands I had declared null and void. Mr. Johnston is one of the claimants referred to in the appendix to your last annual report. To the statement "that the superintendent Dr. Huebschmann has threatened them with a loss of their annuities if they pay Mr. Thompson," there is no foundation, except that I explained to them that the law prescribed that the amount to

be paid to Mr. Thompson would be deducted from their annuities, under the treaty of 1854, when they would become due. These affiants even do not mention the chiefs from whom they got any information, and I believe that, if properly inquired into, it would appear that "*the chiefs*" never stated so to Messrs. Jones and Johnston, or that the statement of Harvey S. Murray next introduced is based on any reliable information. It is possible that some of these Indians, when they were spoken to or violently electioneered with, in favor of Thompson's claim, felt mortified and did not make any objections; but that these persons, as well as Elias Murray, late superintendent, never heard "any contrary sentiments (in opposition to the claim of Mr. Thompson) expressed by any Menomonee until he (they) heard expressed in the council of the 10th instant," must either appear ridiculous or the affiants prove by such statements that they knew very little of the affairs of the Menomonees during the present year, for it was well known that the Menomonees had, on the 17th of April, under considerable excitement, unanimously repudiated the claim.

In relation to the affidavit of Augustin Grignon, I have to remark that he is an old man, who does not understand any English, and could not be held responsible for the statement submitted by him. However, it contains nothing positive, and the erroneous statements made have already been pointed out in speaking of the other affidavits.

This old man had, indeed, exercised great influence over the Indians, and prided himself in having more influence over them than any other person. That the official business of the Indians is now done without he in the least being consulted, may appear to him "oppressive and unjust conduct." When I took charge of the affairs of the Menomonees, I received much valuable information from this old man, and his son, the interpreter, in relation to Thompson's claim, which was only colored by bitter hostility against it. Recently they have taken an active part in favor of the claim, undoubtedly because they suppose that there would be more prospect, if Mr. Thompson should succeed, of obtaining the payment of the claim of $15,000 of Augustin Grignon against the same Indians.

The affidavit of E. D. Gumaer, William Powell, and George Cown, shows the same disregard to truth as some of the other statements. Mr. Gumaer had probably not been in the Indian country since spring, and was not aware what had taken place, but George Cown and William Powell, who live there and near there, knew that they were stating what is not true when they swore they "never heard them, or any of them, (Indians,) speak against allowing it until since the assemblage of the Indians, at the present time, at their pay-ground."

They must have been aware of the proceedings among the Menomonees, on the 17th of April, repudiating Thompson's claim.

But all these affidavits are evidently drawn up not with regard to what these persons had seen or heard, or actually knew from reliable information, the source of which could be mentioned, but to convey the impression upon the hasty reader that an undue influence had been exercised over these Indians.

All the affidavits, except one or two, state that I excited the young men to threaten the chiefs; but not a single word is stated which I

had said to these Indians to that effect, nor is even the nam Indian given who had stated that I had done so or said any the kind. Such evidence would be ruled out in any court.

In relation to the letter of resignation of Charles A. Grigr interpreter, I have to refer to my answer to it, of October 13 of which is herewith inclosed, and to which I have, for the nothing to add, except to state, in reference to what the pries the Indians on Sunday preceding the 10th of September, th the young men came to me shortly after the priest had spok pale and almost frightened out of his senses, stating that t had spoken to them in favor of paying Thompson's claim. somewhat alarmed myself, but afterwards I learned, from son old men, that the priest had only spoken in general terms duty to be honest. I submit whether claims must not be dis the will be put in jeopardy by the sermon or remarks of a minister admonishing his people to be honest? The conduc Christian minister was certainly more proper than that of h cessor, who, (as Mr. Gotier stated in open council on the 7th at the time when Mr. Thompson's claim was under consi during October of 1854, offered to put him (Mr. Gotier) on t claimants against the Menomonees with the amount of $6 would get the chief, (Carron,) his uncle, to go in favor of Th claim. Mr. Thompson will deny, of course, that he author such offer to be made.

To give a correct idea of what took place before and after ing of the paper expressing the "dissent" of the Indians payment of the claim, it must be stated that Osh-kosh, thoug only a few minutes previous remarked that he heard hi among the chiefs wanted to send the question to the Presiden of course precluded the idea of his assenting to the claim as came, through Mr. Grignon misinterpreting what Mr. Clark very near signing the paper "assenting" to the payment. it my duty to insist on it that further explanation should b Mr. Gotier, who had been placed near by for that very purp rected the interpretation of Mr. Grignon, and Mr. Grignon d that he had interpreted wrong; and after this Osh-kosh and chiefs proceeded to sign the paper "dissenting" from the pa the claim. After the claim was unanimously rejected, Mr. T presented a paper to be signed by the Indians, which he stat these words: "We agree that our great father, the Preside pay Mr. Thompson what he thinks his services are worth, and to decide for us." It seems to me that it was worded somewh ently, but I am not positive about this. On reading it, an suggestion of the agent, who was standing behind me, I r that the mission of Mr. Clark in relation to this claim seeme to have ended with the rejection of it by the Indians, and that be held responsible for any further action had by them in my and I wanted time to reflect. (This remark was not translat Indians, and not intended to be.) Mr. Clark, however, withou the least time to consider my objection, handed the paper to t preter, had it translated to the Indians, and asked them if th

ign it; but none of them would. These proceedings did not take ore time than it does to state them, and it is simply ridiculous that Ir. Clark believes or states that I sent, in the meantime, emissaries o the Indians, advising them not to sign such paper. I do not know he reason why those of the chiefs who had expressed themselves in avor of sending the question to the President did not come forward nd sign the paper, but I suppose it was on account of their believing o be in a small minority, and because they felt mortified that Oshosh had come so near to be misled to sign the paper express the pposite of what he intended. I have never expressed to the Indians, r to any of them, any views in opposition to a careful examination of 'hompson's claim, and if the Indians had signed such paper without ny responsibility resting on me in relation to it, I would have raised o further objections. I believe I have answered all the arguments nd statements made and furnished by Mr. Thompson which seemed o call for an answer from me.

Mr. Thompson has not furnished any proper proofs showing that ijustice has been done to him by my acts and the remarks made to he Indians, and, I believe, I have done nothing on the occasion which as not proper or necessary to protect the Indians, who were aproached by the traders and claimants working in Thompson's interst, against improper influences and against being "controlled by imroper means." Though Mr. Thompson denies that he led on these orces to attack and importune the Indians, or that it was done with is knowledge, the most simple Indian would not believe this denial.

Such a bitter spirit of animosity against me is pervading the papers ritten, since the rejection of the claim, by Mr. Thompson, and the tatements furnished by his partisans, that every one will understand hat it must be an unpleasant task to oppose the schemes of these men. Iowever, it is encouraging to see that the further the Indians advance n civilization, the more they are disinclined to be used as tools to the niquitous schemes of these men, and I expect the time is not far disant when they will be capable to transact their own business, and to alue properly the services rendered them by others.

Very respectfully, your most obedient servant,

FRANCIS HUEBSCHMANN, *Superintendent.*

Hon. GEO. W. MANYPENNY,
Commissioner of Indian Affairs, Washington, D. C.

NORTHERN SUPERINTENDENCY,
Milwaukie, September 28, 1855.

SIR: During the proceedings in relation to the claim of R. W. Thompson, which took place at the council of the Menomonees preious to their payment for the present year, some developments were nade which may be of interest. The report of the remarks made is s near correct as could be obtained under the circumstances, and may e relied upon as to the most important facts. The speeches of the

Indians appear less coherent than they mostly are at other occasions, which is to be accounted for by their minds being embarrassed by the importunities of outsiders and by the probably somewhat imperfect translation by the United States interpreter, who himself felt embarrassed, knowing that through his unwillingness to remove to the Indian country his connexion with the Indian Department would soon cease, and that from the part which his friends took his fidelity on this occasion was strongly suspected. On the 7th instant, seats for the Indians had been prepared in front of the office of the Menomonee agency, and the council was opened about 10 o'clock, a. m.

MENOMONEE COUNCIL, *September* 7, 1855.

Mr. Clark said: He came as the agent of the government in relation to the claim of Mr. Thompson, to ascertain if the said claim is to be paid out of their annuity hereafter to come due. I want to ascertain first the names of all who have authority to act for the tribe, the names of such as attend the council, and their respective voices of consent or dissent. Asked if they were now ready to proceed; the Indians said they were ready. On questioning, they said they were all present who had authority to act.

Mr. Thompson to the Indians: You came to me to help you. It was cold, and you had no home except Crow Wing, where you could find nothing to eat except a little root, and you told me you would starve to death there; you asked me to be your friend, this was about five years ago; I felt for the Menomonee and acted as your friend; I wrote a paper for your chiefs then at Washington; I went to see the Commissioner of Indian Affairs, and he would not take the paper; I went to the President, and then the Commissioner took the paper; you asked me to act as your attorney, and I told you I would do it if the Commissioner was willing; he was willing. You made another paper in presence of the Commissioner, in which I was authorized to act for you; I went to the President and told him you would starve at Crow Wing, and the Winnebagoes, Chippewas, and Sioux, would kill you, and you did not want to go there.

The Commissioner had fixed October as the time for removal; your great father agreed to let you stay until next June. You gave me a map of your land, and you said you had not got pay for all your land. I told you it was very hard to break a treaty, but I would try to get more pay for you; you asked me how much I would charge you, and I told you to fix that yourselves. I told your chiefs to go home and talk to all your people and say how much they would give; and you made at home a paper and you all signed it, and agreed to give me one third of what I got for you if I should keep you from going to Crow Wing. I went to work for the Menomonees in good earnest, and the Secretary and the President said you must be paid, but that they had no money, that I must apply to the great council. The great father sent the superintendent, Major Murray, to the Wolf river to see if a home could be found for you, and it was found. The President was willing you should go there, if the council of Wisconsin would agree to it. I drew up a paper and paid men to take it to

the council of Wisconsin; there was nobody else to do it; nobody else but me. I wrote to the council, and they agreed you might stay, and you felt glad. I was trying to get you more money from one great council; they refused to give you anything, and I went again and told them that they did not understand it; they sent it to the committee, and the committee said the Menomonees was entitled to more that six hundred thousand dollars, and Mr. Walker reported so, but it was too late that year. I had to pay out my own money. The great council gave you money to move up here, and I was sent to move you. I went back to the great council, but before they decided you made another treaty. When I heard of it I started to see you. I saw your father, the superintendent, at Milwaukie, and asked him when the treaty was to be made, but he would not let me advise the Menomonees. Some of you signed another treaty. You signed to take one hundred and fifty-thousand dollars. When I heard that, I addressed another letter to the council, and said it was not money enough, and they added ninety-two thousand dollars, which made two hundred and forty-two thousand dollars; and you signed the other paper, but you did not make any provision to pay me, and I came up last fall to see you, and asked if you would pay me for my long labors. You stood by the paper you had signed, and you made another paper, and I took it before the great council, and I told them if it was too much to pay me what was right. They asked me if one half would do; I did not want anything but what they were willing to give, and the great council passed a law and they said I must have one half. Somebody told the great father that the Menomonees did not want to pay anything, and that I had cheated the Menomonees, and your great father and I agreed to see if the Menomonees wanted to pay me or not, and I came here with the consent of your great father to see if any of the Menomonees do not want to pay me. When did I cheat the Menomonee? Who has been his friend? Who has told the great council about his wrongs? You have spoken through my mouth. Your father (referring to Mr. Clark) wants to ask you if you want to pay me or not, and then your great father will know what you want to do. I claim to be an honest man. My hands are clean. Your great father has agreed to pay the money out of his own treasury, and wait with the Menomonees for twelve years until the money is due under the late treaty. It will come out of the money which you get for the lands sold under the treaty of 1848. I have done all I promised, I want to know if you will give me one half of what you promised. You have nothing to do now with anything ese.

When I first saw you your head was hanging down and you were sad; now it is for you to say whether (giving his Indian name, meaning the brave) shall hang his head down or not.

I have got another Indian name, meaning a coon climbing up a tree, but if you refuse to pay me, I will not be like a coon going up a tree, but a coon going down a tree.

I answer to the appeal of Mr. Thompson, I stated to the Indians that the question before them was not merely whether they should act honestly or dishonestly; *I had always* advised them to be honest.

The question was, whether they would pay to Mr. Thompson $40,000. They should examine this claim like any other claim, and see if such service had been performed as would justify the payment of such a large sum. In relation to the assertion of Mr. Thompson that he had prevented their removal to the Crow Wing, I remarked that the United States government had always been very liberal to the Indian tribes, and that very seldom a removal had been made against their will. I mentioned the case of the Stockbridges, who, about the same time with the Menomonees, stipulated to remove, and who are yet on the lands which they have sold. In relation to his assertion of having obtained the consent of the legislature of Wisconsin, I referred them to the claim of the Rev. Mr. Bonduel for the same service, which they had allowed at the payment of 1854.

In answer to his claiming so much credit for the Senate amendment to the treaty of May 12, 1854, I stated that I had been at Washington when the amendment was made, and that I probably knew as much about it as anybody who was not a member of the Senate, and I could not concede that the amendment was made through Mr. Thompson's influence. Thompson probably wrote such a letter, but that did not prove that the Senate had acted so in consequence of it. I referred them to the fourth article of the treaty of 1854, under which they will receive the $242,000, and which first mentions their lands in Minnesota as a consideration for which this sum is stipulated to be paid, and only afterwards claims "set up by or for them," and reminded them that Mr. Thompson had nothing to do with the making of that treaty. I had remonstrated against the payment of the $40,000 to Thompson, and stated that I did not think that, on mature reflection, they would decide to pay it, and that I believed so still. The money would come out of their own funds when these annuities became due, and would amount to two annuities and part of another.

After Mr. Thompson had made a few other remarks, and I answered him, the council was adjourned and the Indians went to a place about a half mile north of the pay ground to council among themselves. I learned afterwards that none of them did express themselves in favor of paying the claim, some were for paying something, but a majority against paying anything. However, these Indians were under the impression that unanimity was required, and consequently they were not ready to give their answer on the morning of the 8th. In the meantime, Mr. Thompson and those working in his interests were busy trying to influence the Indians in favor of his claim. Mr. G. W. Ewing, in the night following the 7th, labored with Shoneon, one of the chiefs, to persuade him to favor the claim, and when neither persuasion nor threats of their removal to the Mississippi had any effect, he offered him one hundred dollars if would use his influence for Thompson's claim. This fact was stated by Shoneon in open council, and I have reason to believe that this was not the only instance where bribery was used to influence the Indians, and those having influence with them. Archibald Caldwell had been freely speaking of a conversation between William Powell, George Cown and the chief Lamotte, which took place at Milwaukie about the 7th of March last, where all of them were to attend as witnesses in the

s corpus case of the Menomonee boy, and when Mr. Powell had n of good news he had received from Mr. Thompson in relation claim, and Mr. George Cown of $1,000—soon to be in his pocket amotte. Notwithstanding this statement had been made by Mr. vell, and he had been opposed to Thompson's claim until lately, as now found to work as hard as he could for it, at the same time ating his own claims. Augustin Grignon, the father of our preter, who had, until on this occasion, been opposed to Thomp- claim, was electioneering and threatening, particularly the old s, and every person on the pay ground who had at their desire and nt been placed on the list of claimants, published with your last al report, and every Menomonee half-breed was opportuning the ns in favor of Thompson. Everybody who knows these people, be slow to believe that they worked without pay or the promise y; and in the case of the claimants, the promise of obtaining ar action in relation to their claims after Thompson's should be ed, may have been sufficient to secure their co-operation.

e threat of their removal to the west of the Mississippi, through npson's influence, was used by most of his partizans, and with Indians not without some success. Mr. Thompson will probably that he authorized any such threat to be used, but that it was extensively is certain; and it appears only as an effort similar to wn, to impress upon the Indian mind the idea of the extraordi- influence he had exercised (and could at a future period exercise) over the Executive and Congress.

e council did not assemble on the 8th until late. Carron was the to speak:

FRIENDS: The Americans are our friends. I will tell you what e to tell, and I will not add anything to it. When the commis- r was sent to Lake Pewaigun to buy our lands from us in 1848, hiefs were unwilling to do anything with the commission; we left our young men; then we told them they might have our land, hey might take it away, and have pity on us. Mr. Medill told could look at the land destined for our new home, and if we did ike it the government would give us another section of land in Territory.

ter the treaty was concluded we went to examine the land; it not suit us; it looked like an old burying-ground. After we got from that expedition, and concluded to go and see the President lves and tell him about this location. We did not know any- g about Thompson at that time. After we got to Washington ere told to employ a man; we never thought of it before. Our ness was only to report that the land was not suitable; but we d not see the President to lay our grievances before him. All the of the delegation refused to go to see Thompson except myself, rron,) Shaw-wa-na-he-nassiew, Lamotte, and Wauketchon. We went together. We had a conversation with him in relation to difference as to the land sold to Medill. We agreed to pay Thomp- half of what more he would get for us; he said, if I can get it for you shall have half and I shall have half. Afterwards he said he uld be satisfied if he got one third of what he got out of the gov-

ernment. Yesterday Thompson mentioned some occurrences of which I have no knowledge. When he came here last fall, (we see now our father, the superintendent and agent present,) we saw him off in the woods then, and I did not like it; we did not see him as we see him now. (Meaning in presence of the superintendent and agent.) Our young men did not like it because he used the night instead of the day to do business. We prefer to see business done in the day time. I expected he would bring his claim before us in council, and the President would be requested to pay him so much out of the national (United States treasury) treasury to remunerate him. I, for my part, have heard that the chiefs said that it was the claim allowed by the government to be brought before the nation. I supposed at that time that his claim was sanctioned by the President. I never heard we had allowed him any specified amount, all he told us was "my friends you allow me my claim," but he did not say what it was for. I did sign the paper myself, but I thought that the President and senators would correct it if it was not right. I tell you all I know. I would not add anything to what I relate to you. Our friend, Mr. Thompson, said yesterday his hands were clean. There is so much trouble in this world, that God only knows whether my hands are clean or not.

Osh-kosh.—My father, I shake hands with you, and through you, with all the people of the United States, as you are sent here as a commissioner. We have been trying to come to a decision about this claim. We have not wisdom enough to make a clear decision. I have heard our friend Thompson speak to my people. We understood it well; it is all true what is said about our transactions; but we have come to no exact conclusion, the reason is, we have no laws and we do not understand your laws. We ask your assistance and that of our father, the superintendent. We leave the matter to you. You are sent here and you know the rules, and we want the assistance of the superintendent.

Mr. Clark.—I cannot assist you, if you have any question to ask I will answer it; or if you have any request to make of your great father at Washington I will lay it before him. The simple question before you is, if you assent or dissent to the claim as it has been presented to you.

Carron asked if the majority decided.

Clark.—That depends upon your practice and regulations.

Shaw-wa-na-pe-nassiew.—You see our trouble is great. We do not know how to decide, and we come to you for advice. You are a special agent. As for myself, I could not pay the money of the young men with propriety. Only what I get in my own hands is mine. The young children do not know what is right, and their money should not be taken away to pay a debt. It looks to me like this, that when there is a sum of money paid to us in a pile, the birds of prey carry it off before we know where it is. You see the suit of clothes I have got on is the best I have got. We are all poor. I don't want to give the money of the young men for this debt.

Sho-no-niew.—When I talk fast my heart is strong, and it tells me what to say. I am glad that the President has sent you as judge in

is matter. God thought proper to have the Indians in this country, d you white men were put on the other side of the ocean. It is u white people who have got our land away from us. We supposed u white people would help us along. You have been buying and lling the lands, and after all you pay about a shilling an acre, and w much you get! All these lands were ours. When I was a little y, they told me the white people were living on the other side of e ocean. All the young men are glad you have been sent here. ıe little money sent here by government is carried away by mice; u white people are rich and have cities. All the young men are raid, and we are afraid, to take the money from those not yet born. ıose young people would think hard of the chiefs if the money was ven away, and I should not like to be blamed so.

Their annuities are small, and we are not willing to allow anything. ɔu will tell at Washington what we say, and our reason. I know ıt how to write; what I say comes from my heart. It is hard, and ɜ have come to no conclusion. We leave it to you and the superinndent. There is something that we suspect is not right. (On sugɜstion of others he withdrew that remark.) We are uneducated, and ant to leave it to somebody who understands your laws.

Mr. Clark repeated his refusal to decide the claim, and then asked they wanted further time; and, on their asking for further time, quested them to be ready to give an answer on the morning of the)th.

COUNCIL, *September* 10.

Carron spoke to his people, and then addressing Thompson: The ıd birds are plenty. I have nothing against you, although I have eard something that is not right. The Great Spirit has created us ɔth. I would not be frightened at anybody's talk. You brought ır people here, and it was our wish. We lost a great many of our ttle things. You could not bring them, as you transported some of ıe white people at the same time. The white people got dissatisfied, nd some of them went ashore. Mr. Clark has been sent here to hear ur sentiments, and I am expressing my views. As I have heard you ould take my bones away to the Mississippi after I am dead, I want ɔ tell you what you had better do. [Here Mr. Thompson interrupted y denying that he made any such remark.] I am perfectly astonshed, if it is true what I have heard; and I am astonished at you. f it is not true, it has to come out here. [Here he turned to J. Cown, vith whom Thompson boarded, and who had reported the remark as Thompson's.] I laughed when I heard it. I recommend you will ıot drop any of my bones. I want them together, if they are here n on the Mississippi. Put them in a strong bag, and keep a strong vatch, so the dogs do not run away with some of my bones. Not nly this has been used to frighten our chiefs. If you should want o get the removal of myself and the others, I think you could not get it if you said you wanted to remove my bones. You may get my bones, but you cannot get my soul; that will go up where all the good spirits go. You are welcome to my bones.

I talk for the young braves. The money hereafter to be paid will e paid each in their own hands. Myself and all these young men

are not willing to allow your account. I am not the first chief, but I belong to the family of chiefs. I have been the spokesman of the young men ever since I have been a man, and this is well known to the white people.

Ko-mane-kin said to Thompson: I speak in behalf of the young men and warriors. We refuse to allow you anything.

(Show-noniew and Old Ayamd-tah standing up with him.)

Osh-kosh to Mr. Clark: I am a chief, and I am no chief; I am weak, thinking one way and then the other. It is true, my father was the head chief, and I am in his place. We can come to no decision. I would rather resign.

In 1827, when Messrs. Cass and McKinney, at Butte des Morts, inquired who was the head chief, I was recognized as such. Whenever I say anything using my authority, I have always had the consent of the nation. You have heard my friend Carron; I have also friends among the chiefs. We want to send the question to the President. They (his friends) have not come to any decision, except to leave it to the President to decide what is right. The reason is we are not well acquainted with the labor that Thompson has performed. We wish the great father to take everything into consideration and decide. We shake hands with you, and through you with the President. You tell him to take care of us.

Sho-ne-on, (Show-wa-no-pe-nassiew and Keshe-na standing up with him.)

Our father was not the head chief, but he was speaker. Myself and the young men think that the account of Mr. Thompson is too high. We refer it to the great father and the great council, they will decide if it is a legal claim or not, at Washington, in the great council house, and our great father, the President. In relation to those claims which were certified to by the late agent, Mr. Suydam, I have to say we are all opposed to it and we want to break it up.

When Mr. Clark had ascertained that the Indians had nothing further to say, he told them that he had prepared two papers, one for those to sign who did assent to the payment of the claim, and another for those who did dissent. On his request to furnish him a list of all those authorized to act, Mr. Hunkins, in accordance with the regulations adopted by the Menomonees, May 10, 1855, handed to him a list of all the chiefs and young men. Old Ah-yah-mee-tah's name happened to be the first on the list; he said he would sign the paper which Osh-kosh would sign. Osh-kosh being called, it appeared that he had not yet understood the object of the two papers, and through a blunder of Mr. Grignon in interpreting, came near signing the paper in favor of the claim, though he had just expressed himself opposed to its allowance by them as it stood. The misinterpretation of Grignon was corrected by Mr. Gotier, and then Osh-kosh unhesitatingly signed the paper against the claim. Ah-yah-me-tah followed, and Mr. Thompson here expressed his willingness to dispense with further proceedings as to the affixing of the signatures of the Indians, and to admit the claim to have been unanimously rejected by the Indians; but I preferred to let all the Indians give their decision in this way. After all the chiefs had signed the paper against the claim, Mr. Clark thought this sufficient. I preferred to have the young men

gn, as they seemed desirous to do so. To save time, Mr. Clark sked whether it was not generally admitted that all the young men ad a right to sign, and the question was answered unanimously in ıe affirmative, and he further asked, whether there was any one in ıvor of the claim, and the answer was unanimously in the negative.

In the meantime, Mr. Thompson had prepared a paper for the ndians to sign, requesting the President to examine the claim of Mr. 'hompson, and to pay him what he thought was right. Mr. Clark ad the paper explained to the Indians, and asked them if they were illing to sign it; but none of them was willing to do so. So ended he proceedings in relation to Thompson's claim.

The regulation allowing the young men an equal voice with the hiefs in all questions in relation to the granting to any claimants ıeir annuities, or any part of them, was, no doubt, very inconvenient ı Mr. Thompson, as well as to those whose claims were to be allowed ı the wake of his. Some of the chiefs might have been prevailed pon to yield to the demands made upon them by appealing to their enerosity, others by threats, and perhaps some by bribing them. ut under this regulation, the voices of the young men would have to e silenced in addition.

Carron is an intelligent and honest Indian. From the account he ives of the proceedings at Washington, when they were taken to Mr. 'hompson to employ him (by George Cown) it appears that they here were willing that Mr. Thompson should have a part of the immense amount of money (large beyond their comprehension) which ıe said he would get for them; but the idea never entered their heads hat Mr. Thompson's part was to come out of their annuities. Carron s at their councils, when claims come before them, one of the most eady to pay fair claims, but has strenuously opposed the claim of 'hompson, for the reason that he has not got for them the money which he promised he would get allowed.

It further appears from his remarks, that they never would have hought of employing Thompson if their affairs had been attended to peedily by the proper authorities.

If I ever had entertained any doubt, whether the claim operations of Mr. Thompson and Mr. Ewing, with and for the other claimants, were carried on jointly or not, their acts, during these proceedings, would have removed it, and the Indians understood it well.

I care very little for the abuse which will be heaped upon me by them; but I had hoped that they would have saved themselves the disgrace of threatening Mrs. Donsmon, (the estimable old lady who has, for a scanty compensation, done as much for the Menomonee Indians as any other person,) with removal from the place of teacher, because she would not be bribed by being put with $300 on the list of claimants, and would not favor a policy which she knew to be detrimental to the Indians.

Most respectfully, your obedient servant,

FRANCIS HUEBSCHMANN,
Superintendent.

CHARLES E. MIX, Esq.,
Acting Commissioner of Indian Affairs,
Washington, D. C.

No. XXVIII.

Letter of the Secretary of the Interior to the President.

DEPARTMENT OF THE INTERIOR,
Washington, December 26, 1855.

SIR: I have the honor to return herewith the report and accompanying papers submitted to you on the 29th of October last by the Secretary of the Treasury, in relation to the claim of Richard W. Thompson against the Menomonee Indians, which you handed to me some time since, in order that Mr. Huebschmann, the superintendent of Indian affairs, might be informed of the charges and complaints made against him by Mr. Thompson, and afforded an opportunity to be heard.

The Commissioner of Indian Affairs feeling himself, also, somewhat reflected upon, has, in transmitting Mr. Huebschmann's reply, entered at length and minutely into the origin, progress, and nature of the transactions in which this claim has its foundation, and with a view to show the extent and character of Mr. Thompson's services to the Menomonee Indians. The whole subject is now again laid before you for your consideration, and for such disposition as to you may seem right and proper in the premises.

I am, sir, very respecfully, your obedient servant,

R. McCLELLAND, *Secretary.*

To the PRESIDENT.

No. XXIX.

Letter of the Secretary of the Interior to the President.

DEPARTMENT OF THE INTERIOR,
Washington, March 8, 1856.

SIR: I have the honor to return herewith the Senate resolution of the 6th instant, which you referred to this department, calling for information, and all the papers connected with the case of Richard W. Thompson, of Indiana, now on file in the several departments.

All the papers having reference to the action had upon this case since the passage of the act of March 3, 1855, were returned to you from this department in a letter dated the 26th December last, of which the enclosed is a copy. There are other papers on file in the Indian Office showing the action had prior to the passage of said act, which I will cause to be copied and laid before you, if you should construe the resolution of the Senate as calling for all the papers having reference to the case from its inception.

The papers which accompanied my letter to you of the 26th December, however, are believed to contain all the material information possessed by this department on the subject of said claim.

I have the honor to be your obedient servant,

R. McCLELLAND, *Secretary*

To the PRESIDENT.

REPLY

OF

R. W. THOMPSON

TO

A COMMUNICATION

FROM THE

COMMISSIONER OF INDIAN AFFAIRS

TO THE

SECRETARY OF THE INTERIOR.

REPLY.

[To accompany Ex. Doc. No. 72.[

WASHINGTON, *April* 26, 1856.

To the Committee of Indian Affairs of the United States Senate:

Hitherto, in what I have written and said about my business with the Menomonee Indians, I have treated the *Commissioner of Indian Affairs* with lenity. I have foreborne to assail the integrity of his motives, and when I have had occasion to complain of his official oppression, have made no opprobrious reflections upon his conduct. I am slow, at any time, to suspect that a man is influenced by improper motives, whatever his conduct, but prefer to suppose the reverse until *compelled* to a contrary conclusion. There are no emotions that I cherish more cordially than those charitable ones that teach us to throw the mantle over what we even *know* to be the faults of others; for there are none of us, whether in public or private life, or whatever pretensions we may set up, who are in a condition to pluck the mote from a brother's eye until we have first removed the beam from our own. But the course of the Commissioner has been marked by such an untiring spirit of personal hostility towards me; so stubborn a persistence in misstatement and misconstruction; and has been characterized by such wanton and wholesale calumny, not only of me, but of *every man* who has had a word to say about my business or a thing to do with it; it is so far at variance with that dignity which gentlemen always practice, and which public officers are bound, by the honor of the government, if not their own, to observe, that I am released from any further obligation of respect towards him, and am convinced that what I have heretofore endeavored to exhibit has been misapplied and undeserved. Justice to myself, therefore, demands that in stripping from him the cloak of official purity which he pretends to wear, and in making apparent his oppressive and iniquitous exercise of official power, I shall deal in stronger language than I have heretofore employed towards him. Yet, even in this, I shall present a striking contrast between him and myself, by not forgetting that there are many things that all honorable men will refrain from saying, from a sense of justice to themselves and their own character. *He* feels no such restraint, but does not scruple to do whatever the bitterness of his hatred may suggest and the consummation of his purposes require.

One of the most brilliant of English orators, in enumerating *crimes* upon a celebrated occasion, spoke of a class that were not against the written law, but against "those eternal laws of justice which are our rule and our birthright." He characterized them as crimes of "forethought and deliberation," which show that their perpetrators are "dyed in grain with malice, vitiated, gangrened to the very core," and

which are "aggravated by being crimes of contumacy." He referred to *official oppression*, to the conduct of those in public places who, forgetting that offices are created for purposes of justice, turn such as they accidentally possess into receptacles for defamation; who, instead of regarding them as places where business is to be done in a just and honorable way, convert them into manufactories of falsehood, and who keep on hand a quiver of envenomed arrows, that every man who crosses their threshhold may be wounded, and that every wound may be filled with deadly poison. He who sat for the picture thus drawn has furnished to the Commissioner the model after which he has moulded *his* official form, and as the great original exulted in the cruel exercise of authority which enabled him to crush the very heart of citizen and subject into atoms, so he now boastingly displays his official dagger, vainly supposing it to be reeking with blood which he thinks his reckless stabs have drawn from my veins. But as the ambitious prototype fell beneath the blows of his adversary, so it has become my duty, though not my pleasure, to show that the Commissioner has wounded himself, not me, and that the blood, streaming from the point of his dagger, comes from his own veins, not mine. When he shall thus find himself transfixed bv the weapon he has aimed at me, it will be curious to see which will excite his surprise the most, his folly or his stupidity.

So long as it was not rendered absolutely necessary for the defence of my reputation, I was content to let him alone, with the single accusation of his having *prejudged* my case, when it was not before him for official action and when he had no legal jurisdiction of it. And I made this charge in terms of mildness, so that it should not be understood as including one of official turpitude. I should have been content to leave it there, without further comment, and to have attributed his conduct to misguided zeal in the performance of duty, but his recent conduct forbids that I should longer do so, and compels me to place another and different estimate upon his motives. He has now shown himself to have been, from the beginning of his assault upon me, utterly insensible to any manly and honorable feeling; and to have been stimulated by the most untiring malignity; a malignity which renders his moral perceptions so obtuse that he can see no distinction between truth and falsehood, or which makes him indifferent in his choice between them. And all this I shall make perfectly apparent to such as shall investigate and understand the facts.

And yet I am perfectly well aware, *and so is he*, that however plainly this may appear, I have more at hazard in this controversy than he has. I stand alone—a mere private individual, in the prosecution of a private right—with none of the prestige which is given by official position. He is shielded by the place he occupies, and borrows both strength and insolence from the fact. And he knows, too, that there are thousands who hunt after defamation and feed upon it as anxiously and greedily as he does, who will read and treasure up the contents of his official papers without seeing or caring to see in what my defence or his falsehoods consist. The consciousness of this advantage over me has led to his industrious and persevering efforts to perpetuate his slanders upon the public records, that, if he can

accomplish the ruin of my reputation, he may gloat over and fatten upon his work as the hyena does upon the bodies of the dead.

And I am also aware, *and so is he*, that I have been and yet am prosecuting the controversy with the odds greatly on his side. He is a salaried officer, with salaried superintendents, agents, clerks, and others, who are all obliged to do his bidding, and who understand, full well, that he judges of their capacity for the public service less by their ability to perform legitimate duty, than by a blind submissiveness to his will. With such materials, ready to his hand and furnishod at the public expense, he carries on his official machinations. He has the power to establish, and, doubtless, does establish, "a universal connivance from one end of the service to the other," to strike at whomsoever he shall mark as the victim of his passions and his hate. And when he meets with such a willing and obedient instrument as the *superintendent* whom he has employed in my business, he finds no difficulty in binding them together in a common league, "to support mutually each other against the inquiry that should detect, and the justice that should punish their offences." But I have no such paid auxiliaries. Every blow I strike has to be struck with my own arm; every mile I travel must be travelled at my own expense; every clerk I hire and every line I print has to be paid for out of my own pocket; and every day I am from home is at the injurious neglect of my own private business. Understanding all this, he has continued to pile up his load of persecution and oppression upon me, expecting every moment, doubtless, to see me crushed beneath its weight. But how slight a conception he has either of the resources or the energy which a man receives from the inward consciousness of his own integrity. With all this odds in his favor, he has not yet accomplished his work of destruction, and will be surprised to find me yet daring to confront him, and flinging back upon him his own arrows, but with the poison extracted from their points. Instead of being prostrated by his blows, I may yet teach him to wonder how it is that he has so widely missed his aim. And if, when I have done so, he shall find the load he prepared for me falling upon and crushing him, he may derive consolation from the fact that history will furnish other examples than his own, where instruments of torture have been applied to their inventors by those for whom they were designed.

This much I have deemed it my duty to say, before I enter fully upon a reply to the communication of the Commissioner, of December 22, 1855, addressed to the Secretary of the Interior, which I was unable to see until a copy of it was sent to me at home by the acting Commissioner, on the 22d of last month. That communication extends over *one hundred and sixty pages* of foolscap, and the report of the superintendent, which accompanies it, covers *seventy-one pages more*, making a document of *two hundred and thirty-one pages* in length! The care taken to prepare such a paper, much longer than his annual report, shows how anxiously he has devoted himself to it, and that he must have been moved by some powerful impulse. What that impulse was will presently appear, and the paper itself will show to those who shall become familiar with the facts, that such an extra-

ordinary combination of official stupidity and malevolence is not likely to be found anywhere else amongst the records of the government.

My statement will be found amongst the papers, several times repeated, that I entered *unwillingly* upon the business of the Menomonees, and the unfounded and gratuitous accusation to the contrary, made by the Commissioner without the slightest proof, will justify me in going a little behind the time of that employment, to show why I happened in Washington at that time; and this explanation will furnish a complete answer to some of his other equally groundless insinuations. Before the close of my last term of service in Congress, March, 1849, I had announced my determination to retire to private life, that, by devoting myself to my profession, I might be relieved from pecuniary embarrassments, occasioned by many years of active political life. At the close of the session, a proposition was made to me by Messrs. W. G. and G. W. Ewing, both of whom I had known as distinguished members of the senate of Indiana, that I should, as *their attorney* and for a stipulated compensation, undertake to prosecute before the proper authorities of the government some claims against several Indian tribes; a portion of which were in their own names, but much the greater part were held by them as *attorneys in fact* for others; and as collateral security for the payment of debts due them by some of the claimants; not for goods sold by *them* to the Indians, but by wholesale to these claimants. I did not then, nor do I now, know what arrangements about compensation existed between them and the original claimants; it was no business of mine, and I did not care to inquire. But as I could see no good reason why I should not become *their attorney* when they were willing to pay me a fair compensation, I assented to their proposition and initiated the business as soon thereafter as I conveniently could. I found it not only tedious, but difficult—requiring almost my entire time. The most of these claims were finally allowed by the Hon. T. Ewing, then Secretary of the Interior, and were paid to the proper parties; *not one dollar of the money except my fees, as I solemnly aver, ever having been paid to me.* I had nothing to do with the claimants. I looked only to W. G. and G. W. Ewing, and received my pay from them—not as their partner, as the Commissioner falsely charges, but as *their attorney.* There were some afterwards, who suspected the propriety of allowing and paying these claims, and an inquiry in reference to them was instituted by the House of Representatives, which resulted, after careful investigation, in sustaining the action of the Secretary, and in justification of their payment.

A portion of the claims thus prosecuted were finally acted upon and allowed by *Congress*, upon the recommendation of the Secretary, but a large part of these belonged, by assignment, to a gentleman who recently died in Indiana, and who was represented by the Messrs. Ewings. As my other engagements were with them, I held them responsible for my compensation in these, also, and was paid by them as in the other cases. Every dollar that I received was paid me *as attorney*, and the average of my compensation was *less than five per cent.* upon the amount paid. My original contract with W. G. & G.

W. Ewing stipulated for *five per cent.*, but the amount upon which it was computed was less than the amount actually allowed, so that the average was thus reduced. For example: there was one case where the amount allowed against the Miami Indians was $63,772 21, in favor of *forty-six* claimants, and based upon an award made by Major L. Murray, late Superintendent of Indian Affairs; the Hon. W. Z. Stewart, now a judge of the supreme court of Indiana; and the Hon. G. N. Fitch, late a member of the House of Representatives. There was another against the Pottawatomies, allowed by Congress upon a report made by General William B. Mitchell, as special agent, where the amount was about $90,000, payable to a large number of claimants. And in my original contract there were about $20,000 against the Sacs, and Foxes, and the Pottawatomies. Yet, for all the claims here named, I was paid only the sum of $4,468. The reason was this: that, amongst so large a number of claimants, there were many who had not agreed to pay any compensation, and who, after the debts were allowed, drew their money without doing so. I make this detail because it is a necessary reply to a most reckless and unfounded charge made by the Commissioner, that I have amassed, *in partnership with W. G. & G. W. Ewing*, a large fortune by the prosecution of Indian claims. And when I come to state other facts to the same effect, it will then be seen how utterly indifferent he is whether any statement that may seem to answer his purpose is true or false.

It became necessary for me, in the prosecution of the claims I had thus undertaken, to spend the greater part of my time in Washington, which I did, with my family, at a heavy expense. I was here, engaged in this business when the deputation of Menomonee chiefs visited here in September, 1850, but was, at that time, making arrangements to leave for home. I was anxious to get home for many reasons, and was, therefore, disinclined to engage in any *further* business relating to Indian tribes; for although in the line of my profession, yet it was not such a practice of it as harmonized with my feelings. Therefore, as will be seen hereafter, I hesitated about undertaking the business of these Indians.

Amongst the claims I had thus prosecuted was one in favor of *George Cown* for about $8,000, against the Menomonee Indians; by the prosecution of which I learned all that I then knew in reference to that tribe. The Commissioner has paraded this claim and has entered into a long argument to show that it was unjust. My only connexion with it was that of *attorney*, and I do not feel called upon to re-argue it; indeed I should find it difficult to recall the facts to my memory. The Commissioner *at the time* thought it valid and allowed it, and it is rather late for the government to assail it. It *may be* that I have even obtained judgments from the *courts* that ought not to have been granted, but I have not *designedly* done so. My understanding of this case has always been, that *Cown* was indebted to W. G. and G. W. Ewing for credits extended to him in the purchase of goods in New York, and that they held this claim, or part of it, as collateral security for the payment of the debt. I am as sure that such was the case as I can be of anything of which I have not positive and personal knowledge. At all events, I was employed and paid by *them* in this, pre-

cisely as in the other cases, and had no care or knowledge about the manner in which the proceeds were disposed of. It was none of my business. My fee was $400, and that was paid me, not a dollar more. And yet the Commissioner, with an utter disregard of truth and without a particle of evidence, has, in his recent communication, especially referred to this, amongst other cases, in pretended proof of his charge that *I have made a large fortune* by prosecuting them *in partnership* with W. G. & G. W. Ewing. To this I shall recur again, and then shall have occasion to fully expose his unfairness, and the unblushing manner in which he has deliberately manufactured this false accusation out of *whole cloth*. He has hunted amongst the records of his office, as a ravenous animal hunts for prey to appease his hunger, and whenever he has found a paper with my name upon it, has, with a perfect indifference about its true history or import, attempted to dovetail it into matters with which it has no connexion, and to use it as the foundation of base and malicious slander. I speak strongly, contrary to my inclination or habit, but I am driven to it by unparalleled official oppression. The *Commissioner* has no right to complain that I do so, for he has, without provocation, begun the controversy, and has continued it for more than a year after Congress has made an appropriation in my favor. He has shown an entire disregard of the will of Congress, and has taken advantage of his official position to defame me in a manner as unfair as it is disreputable. A man who would thus cumber the records of a public office with malicious and heartless slanders, when he knows that the refutation of them cannot be preserved upon the same records, should be held up to public scorn, as unfit for honorable association or official position. And in this view my case becomes one in which every man in the nation has an interest, for it involves no less than the settlement of the question, whether, or no, in this country, where the *citizen* is presumed to have some privileges worthy of protection, a public officer has the *right* to practice oppression in his office to gratify his personal malignity and revenge. If such an officer has no sense of shame on his own account, he should recollect that something is due from him to the character of the government by whose authority he acts. As our government is constructed upon principles of justice, and its success and perpetuity depend upon their preservation, the public functionary who outrages and violates those principles by his conduct is guilty of a crime scarcely less than treason. It is more dangerous than treason; for that crime is one from which men shrink at once with instinctive patriotism and horror. But the malignant and unscrupulous officer who puts forth only his gilded exterior, while he secretly crawls about in the filth and slime from whence issues defamation and its kindred vices, scatters by slow and insidious degrees the destructive poison of his influence, so that it may creep into every vein and artery of the government before the public can be aroused to the enormity of his guilt.

The first time I ever saw any one of the Menomonee Indians a portion of the chiefs called to see me in this city. By whose instrumentality they were induced to do so I did not then, nor do I now, know. It may be that as I had successfully attended to the business of Mr.

Cown, (who is himself part Indian, of the *Ottawa* tribe, I think,) and as he accompanied them here, they were advised by him to do so; but I do not know, as I never heard him say a word upon the subject, and never saw him until he came with them to visit me. One thing, however, I do know, and solemnly aver, that I did not, nor did anybody for me, with my knowledge or consent, employ any means whatsoever, either directly or indirectly, to induce them to do so; and the Commissioner speaks falsely and wholly without the slightest reliable proof when he charges the reverse. The first intimation I had of their wish to call on me was when a messenger from them called to know if I would see them. The credit to be given to this statement must, I know, depend in a great measure upon the estimate that shall be put upon my own character for veracity, as it is easy to see that there is much greater difficulty in proving such things than there is in proving ordinary negatives. Whether those who know me best shall suppose me to possess a sufficient regard for truth to scorn a falsehood about such a matter, I shall leave to be decided by them, perfectly satisfied to be concluded by whatever award they shall make. But certainly *some* consideration should be given to my own explanation of my own motives and conduct, when it is considered that the Commissioner does not offer a particle of *proof* to sustain his *assumption* that I cunningly inveigled these Indians into my power. The meanest criminal is entitled to the presumption of his innocence until his guilt is proven, and I am at a loss to know by what authority he places *me* beyond the protection so justly and universally afforded by this rule. If he acts upon the presumption that this authority is conferred by the *prerogative* of office, he should be taught, if he does not know, that even *royal prerogative*, under the constitutional monarchy of England, does not confer upon the *king* the power of doing causeless injury to either property or persons. It is neither just nor fair that he, as a public officer, engaged in the administration of a government whose *basis* is justice, should be permitted to place his unsupported *suspicions* upon the public records as *facts*, that he may thereby inflict an injury upon a private citizen for the mere gratification of his personal malice. If he shall be countenanced in starting out, as he has done, with the foregone conclusion that I have committed some most grievous wrong, and then in warping, and twisting, and perverting, and distorting every fact and circumstance before him, to make me appear so, what man is there who has business with his office who is secure against like assaults? If he is to be justified in *forging* out his conclusions to my prejudice, without regard to what is really true, may he not hereafter act with equal unfairness and impunity towards others? But I protest; as a citizen, having but a common interest with others in a just and proper administration of the government, I protest against having that administration, or any part of it, governed by the abominable doctrine that "*the end justifies the means.*"

When the Indians came to see me, they were accompanied by their own friends, who were all strangers to me, and who were brought along to act as interpreters. We had a long conversation, which resulted in their *communicating to me*, confidentially, that they had lost

confidence in the government agent who had charge of them, and in the understanding, at their request, that I should receive a visit, the next day, from the entire delegation. This visit was made, during the next day, and before it terminated the *agent* was present. They spoke to me *only as a friend* who sympathized with them; not a word was said, either by them or me, about my acting as their *attorney*, and I had not the remotest idea that they intended to request me to do so. I advised them that as the immediate and most pressing object of their visit was to obtain a postponement of the time of their removal to the west of the Mississippi, they had better sign a memorial to the President, explaining their wishes, that he might know what they desired. They requested me to draw it, and I did so, and it is now on file in the Indian office in my handwriting. It was signed by them, after a full interpretation, in the presence of the government agent and interpreter, but was not attested by either of them, as they both declined to do so without assigning any reason. I agreed to go with them to the Indian office that they might lay it before the Commissioner—the next day, I think—and they left the paper with me, with the request that I would present it for them. At the time designated we all met there, when a council was held between the present chief clerk of the Indian office and the Indians, the agent being present, but the Acting Commissioner being absent. The chief clerk called on the *agent* to state the object of bringing the Indians to this city, and he *could not or did not tell!* The demand was several times repeated, with the same result each time. He then called upon the Indians to explain their object, and they, pointing to me, promptly told him that I had in my possession a paper, signed by them, which expressed their wishes, and which they desired him to examine. The chief clerk did not receive the paper, but it was read by me—he informing the Indians that the interview was not intended for anything more than merely to ascertain the object of their visit, but that, in a few days, the Acting Commissioner would be present, when *he* would hear and consider what they had to say. I cannot perceive what the present Commissioner expects to make out of the assertion upon which he has ventured, that the Indians, at this interview, "*did not say one word about any claim for additional compensation.*" It is certainly not a little curious that he should have made such a statement, when the report of what the *head chief* said—which he has copied into his communication—shows his distinct declaration that "the delegation had come here for the *express purpose* of relating circumstances connected with Mr. Medill's proceedings among them, and concerning the treaty which Mr. Medill had made with them." Then, referring also to the time of their removal, he said, "that the delegation had all signed a petition, which they wished their father to look at"—which was the paper in my possession. Was not this sufficient reference to the matter, at this mere initiatory point?—especially when they were told that nothing was to be decided at that interview. Does the Commissioner mean to say that, when they came here they had no idea of a *claim*, and that it was hunted up for them by me and others? He does this by insinuation, in a manner that would bring discredit upon a pettifogger in a justice's court, and in defiance of the fact, stated by himself, that, in the

very first sentence uttered by the Indians, (which was *before* I was their attorney, or they had even spoken to me on the subject,) they declared that to attend to the business growing out of the making of the treaty of 1848, was the "*express purpose*" of their visit. His statements are absurd, and contradicted by the contents of his own communication.

The interview with the *Acting Commissioner*, promised by the chief clerk, took place September 7, 1850. Between the time of the first interview and that time, the Indians solicited me to act as their attorney in settling their business with the government, and in prosecuting their claim for additional compensation for the lands they had ceded to the United States by the treaty of 1848. When they first made this request, I expressed my disinclination to do it, under any circumstances, as it would interfere with my wish to return home at an early period, but promised them I would reflect upon it and give them an answer. I told them, however, at once, and positively, that I would not do so, in any event, *unless with the consent and approbation of the proper government officers*. Before I came to any determination on the subject, I had a conversation with the *President*, to whom I explained the business of the Indians, as far as I then understood it, and who approved of the suggestion of the Indians that I should become their attorney. The Indians became very earnest that I should do so, and exhibited some feeling at my hesitation. None of them were more so than was *Corron*, the chief who is now so much complimented by the superintendent as the most intelligent amongst them. I recollect very well the impressive manner in which *he* told me that they all thought the *Great Spirit* had sent them to me, because they were so trodden down that their heads were upon the ground, to use his own figurative expression; and the Indians have several times told me that he has always claimed the credit of having excited my sympathies by his appeal. They seemed to have lost confidence in everybody, and to entertain the idea that the *government officers* were their worst enemies. Their condition did excite my sympathy, and I should have despised myself if it had not done so. I was not aware of any good reason why an Indian tribe, who, by the authorities of its domestic government, exercises one of the highest of sovereignty in making *treaties* with the United States, might not, by those same authorities, employ an attorney to transact its business—especially when the government of the United States was the *adversary* party. In our early history it was doubted whether the United States had the power to appoint an agent to reside amongst them and transact their business, without *their* consent, and in many of the early treaties this consent was obtained. But by the frequent exercise of the power the custom has ripened into authority, as has been the case in many other instances of the exercise of doubtful power. Still, if it were an original question, to be now decided under the Constitution, I apprehend it would be found that the authority does not exist, and that the exercise of it, without consent, could only be justified upon the ground of that "irresistible power" by which the Supreme Court has said that we obtain dominion over the Indians. The same tribunal—defining their authority—has said, also, that although the Indian tribes are "domestic

dependent nations," yet they are still *nations* in contemplation of the Constitution; as much so, in the act of making treaties, as France or Great Britain, and possess full and entire sovereignty over all their domestic affairs. Considering them in this light, and in the additional one of being entitled to the sympathy of the white man when they are oppressed by the government, it occurred to me as both reasonable and proper, if the government officers *had* obtained an advantage over them, whether by mistake or otherwise, in making the treaty of 1848, as they alleged and seemed to believe, that they had as much right to select *their own agent* to obtain redress as they had to make the treaty, or as the United States had, without consulting them, to select *their* agent. Such, I venture to say, would be the conclusion of a large majority of honest minds if the abstract proposition were submitted to them. Yet the present Commissioner has a different opinion, and thinks that government officers may impose upon these poor creatures as much as they please with perfect impunity, and that they shall not be permitted to open their mouths unless these same government officers who practice the imposition will aid them in seeking redress! I subscribe to no such doctrine. I have heretofore resisted it, and, as a citizen, shall continue to do so. I do not think the country will approve it. It is wrong, and there can be no good apology for it. Its practical result is this: that the government may send a worthless and dishonest agent amongst the Indians, who defrauds them of their money, yet the tribe can utter no word of complaint unless they do it *through the mouth of this faithless agent*. The case of these Menomonees, when they employed me, furnishes an example. They had been defrauded out of $20,000 by the very agent who claimed, before the Acting Commissioner, that nobody but *himself* should be permitted to have anything to do with their business! A most convenient mode, indeed, of cheating Indians—a *monopoly* in which the present Commissioner would secure to *government officers!* Do not these defenceless people need protection against such doctrine and such men? It occurred so to me, and, therefore, I said to them, after reflection, that, in view of all the facts, I would agree to take charge of their business *if the government officers would consent;* which consent, as I have already stated, was promptly given by the President.

At the interview had, September 7, 1850, the Indians repeated to the Acting Commissioner the request they had made to the chief clerk, three days before, that the memorial in my possession should be received by him as expressive of their wishes. At this point the agent interfered and insisted that it should not be received, because, as he maintained, they had no right and should not be permitted to speak *except through him*. This surprised me, for as I had never before been placed in a similar situation, the idea was entirely novel to me; and I so expressed myself in such terms of earnestness as were excited both by my surprise and my sympathy for the Indians. The effect of his resistance, however, was to convince me that, in all probability, there were good grounds for the suspicion of the Indians that this agent had defrauded them, and was then acting falsely towards them. And this conviction satisfied me no less of the right of the Indians to be heard through me, if they desired it, than of the necessity of my

ıg them all the assistance in my power. I insisted on this y, but the Acting Commissioner sustained the views of the ınd *refused to receive the memorial.* I then told the Indians rould take their paper to the President, explain to him what urred, and see if *he* would not direct it to be received and ı, and immediately left the room for that purpose. The Act- nmissioner followed me into the hall, and asked if I really in- going to the President. I told him I did, and informed at I designed stating to him in reference to his conduct and the agent, and that I had *already seen the President and shown memorial*, and had obtained from him a promise that the time ·emoval of the Indians to the west of the Mississippi should be ıed. He begged me not to do so, and said that if I would re- *would receive the paper.* As this was all that I desired, I, of consented, and he then received it and placed it on file amongst ırds of the office.

ire it to be especially observed that this occurred upon the 7th ember, for this date becomes important in exposing a false nt made by the Commissioner, when he accuses me of having the Acting Commissioner, by my threats and overbearing man- attest the *first power of attorney* given me by the Indians. g of that kind ever occurred at any time. The only paper he reception of which there ever was the slightest difficulty s *memorial to the President*, which had been presented by me, Indians, to the chief clerk, before a word had been said about ɔming their attorney; and this difficulty occurred before the Commissioner had any knowledge of the fact that the Indians me to become their attorney, or that I intended it. Yet the ssioner now states that I so threatened the Acting Commis- ıs to *compel* him to attest my *first power of attorney*, and then *that* as a reason why it should be considered as invalid. And e made this assertion he had before him both the official report hief clerk, which shows that the controversy about receiving · occurred on the 7th, and also the power of attorney itself, shows by its date that it was *not then in existence*, and which ; written until the 9th, *two days afterwards!* He knew all this y well, but he chose to state the falsehood, because it answered pose better than the truth, intending to trust to his official po- ɔ shield him from the consequences. I repeat that this power ·ney was not executed until September 9, 1850. All difficulty ·eceiving papers was then at an end, and it was drawn up *in ian office* and attested by the Acting Commissioner, without a f complaint, and with the greatest apparent pleasure. The ssioner assails it also, because it is not shown that it was inter- and signed in the presence of the *agent*. What necessity was ɔr this, when it was interpreted and acknowledged and signed *he Acting Commissioner*, in whose *higher* authority that of the ras merged? Does he mean to insinuate that the Acting Com- ıer suffered it to be signed and acknowledged before him, with- ·ing its contents properly explained to the Indians? That is ·ct of his *language. And yet* no man can look at the paper

without seeing that it has as much official sanction as it was p
give to it. The fact is, that all these insinuations and sensel
tions about the invalidity of this paper are after-thoughts, ne
of before, because they never entered into the brain of anyb
they crept, lately, into the *inventive* imagination of the Comm
And the papers in his office show that what he has said a
forcing it upon the Acting Commissioner is absolutely false.
the gentleman who was Commissioner at the time of these occ
(but who was then temporarily absent,) said of this matte
original report upon the case, April 23, 1851, which accomp
annual report to Congress, December, 1851.—(See page 3
annual report.) He says:

"After having presented the aforesaid memorial to the Pre
the United States, through R. W. Thompson, esq., they, the
onees, on September 9, 1850, constituted and appointed said
son *the true and lawful attorney of the said tribe*, to act for an
name of the said tribe in seeking redress for their alleged wr
they requested the President to recognize him as their sole and o
ney for that purpose. This power of attorney was signed by
and headmen, who constituted the deputation of said nation in t
and was INTERPRETED TO *said chiefs, and acknowledged by th*
presence of the then Acting Commissioner of Indian Affairs."

This was communicated to the Secretary of the Interior o
months after the occurrences took place, and may I not, wi
dence, ask, whether anything could be more conclusive? S
government be permitted now to gainsay it, when it has st
the record uncontradicted for *five* years, and when all the co
neous facts attest that it is a true statement? And yet th
Commissioner has had the effrontery to attempt, by insinuat
than argument, to show that this *first* and my subsequent
attorney were *invalid*, to create the impression that *I was*
ployed by the Indians, and that my employment and agree
compensation was never recognized by the government! It
cult to imagine a greater degree of official assurance. In
way can these reckless insinuations be accounted for than by s
that he has suffered his pride of office upon the one hand,
hatred of me upon the other, to degenerate, by their exces
mere passion for their indulgence at any expense. This pas
so filled his mind with illusions, that it works out for facts wh
had existence, and tempts him to persist in any misstateme
ever groundless, that he, or others for him, may originate,
purpose of assailing my reputation. Such men are dangero
to individuals and the public; to the former because they hav
regard for character, and to the latter because they corrupt the
of public justice. To gratify their tyranical and domineering
sities, so that they may rule over men and *gain a name for*
and sagacity, they will invent falsehoods, and circulate and
them with the most indomitable obstinacy, and without the
remorse. How else can we account for the bold and groundle
tions of this Commissioner? To say nothing of those aspect
case that are personal to me, it is melancholy to see such pr

n high official position. What would become of the government if *ll* public officers were thus? See how overwhelming is the *proof* of is falsehood in reference to these important facts.

He quotes from the report of a speech made by me to the Indians, ast September, and furnished him by the superintendent, to show hat I told them that the Acting Commissioner would not receive the aper presented by me, and that *I went to the President*, and he *then* eceived it. He then says that I did *not* go to the President, in order o make it appear both that the President knew nothing about it and hat I had spoken *falsely* to the Indians. I never said to the Indians, r anybody else, that I went to the President between the time I pre-ented the paper to the Acting Comissioner and his receiving it. The acts were just as I have already stated them—observed by not less han twenty witnesses, a number of whom are now in this city—and could have had no motive for stating them otherwise, to say nothing f the probability of detection, if I had done so. Besides, the *chiefs hemselves knew the facts as well as I did. I started to go to the Presi-ent*, and then the paper was received; and that is what I said to the ndians. The superintendent might very easily have mistaken my anguage, and, badly as I think of him, I will suppose that he did so. But the Commissioner uses it for another purpose, to show that the *President knew nothing about my acting for the Indians*, as one link in he chain of his argument, to show that *I was not recognized by the overnment*. Here is what he says: "The story that *Mr. Thompson* ucceeded in getting the *President* to issue an order postponing the ime of their removal," &c., "is a mere *invention*, a *fabrication*, and ne which, having no doubt served its purpose on more occasions than ne, in *managing these poor unlettered savages, is unblushingly* put for-ward in a memorial to Congress, and made the foundation-stone of a claim against the Indians for professional services." Here is a direct charge of *falsehood* and *deception* against me; practiced, as he charges, both upon Congress and the Indians. It must either be true or false. If true, then I am not entitled to confidence; if false, then *he* is not. This is a plain issue. What are the proofs? He offers *none*, but *I will;* and if I do not convict *him* of the falsehood *by the public records,* I do not know what proof is. Now, if he will take the pains to ex-amine the records of the Department of the Interior, he will find there a letter from the Acting Secretary, communicating the fact that the *President had agreed to extend the time for the removal of the Indians.* And he will see that this letter is dated September 7, 1850, *the day on which the memorial was presented by me to the Acting Commissioner*, which will convince him that *somebody* must have explained the mat-er to the President before that time, or he could not have acted so peedily and promptly. And, more important still, he will then see hat *this* letter is addressed to ME—not to the Acting Commissioner, or to the Indians, but to ME—because the Indians were represented y me. A copy of it is herewith filed, (see Appendix A,) but the riginal is in the possession of the Indians. It was handed them by ne, and was the *only* evidence they carried from this city that they would not then be removed. The precise facts are, that I conversed everal times with the President upon the subject, saw him on the morn-

ing of the 7th September, when I made an arrangement with him for an interview with the Indians, went directly from his house to the Indian office, and, after the memorial was received, accompanied the Indians to see the President, who then told them I had explained their business to him, that he understood it, and would grant their request in reference to the time of their removal. It was but a little while afterwards when I received the foregoing letter from the Acting Secretary of the Interior. But what does the Commissioner care about all this? In fact, what does he *know* about it? Nothing, absolutely nothing. And yet he strikes as if he was perfectly blind himself, or supposed everybody else to be so. What *now* becomes of the charge of falsehood and deception? Who *now* is guilty of the "*invention*"—the "fabrication?" Is it not seared and burnt into *his own forehead*, so that the blush would color *his own cheek*, if it could exhibit such emotion.

All these matters being disposed of—that is, the memorial of the Indians being filed, the time of removal being postponed, and that fact being communicated officially to *me*, not to the Acting Commissioner or any other officer of the government—another council was held at the Indian office. And I desire it to be observed, in this connexion, that the Commissioner has sought to create the impression that the Indians had *no other* business here but what I have named; which both the language of the Indians, as quoted by himself, and the facts I shall now state, show to be false. *This* council was held on the 9th of September, 1850, and the only business transacted then was the *execution of my first power of attorney*. The Indians asked the Acting Commissioner if he would consent that I should act as their attorney. *He cheerfully gave his consent*. There was no controversy. Not an angry word was spoken. There was no excitement. I wrote the power of attorney *upon his table* and *in his presence*. He took it, examined it, had it interpreted to the Indians by the government interpreter, the Indians signed it, and he attested its execution and acknowledgment, as appears upon its face. After this was done, he handed me the paper, and it was retained by me, never being out of my possession until I filed it with my memorial to Congress, where it still remains. Now, the present Commissioner could not, by any sort of possibility, have the slightest personal knowledge of these facts, and I do not believe that he has any record of them in his office, (that from which he quotes relating to a transaction that occurred *two days before* the time here referred to,) yet he has become so absolutely reckless, that, for the purpose of rendering *this power of attorney* invalid, if possible, he has applied to it transactions that had occurred *two days before*, and which had reference to *an entirely different paper!* How is it possible to comment with patience upon such conduct?

This interview of the 9th September was the last one that took place between the Acting Commissioner and the Indians, of which I have any recollection. After that *all* their business was in my hands, as was well understood by all the authorities of the government who had jurisdiction of it. Very shortly after, perhaps the next day, they left this city, with the promise from me that I would examine their claim for additional compensation for the land ceded in 1848, and

inform them whether, in my opinion, it was a valid one. But before they left we had a conversation in reference to my compensation. I told them that I would make no suggestions as to the amount; that I knew they had nothing to pay with unless something could be recovered; that they had better go home, and after I had examined the case, then, if I thought I could do them any good, they must advise with their friends and each other, and determine *themselves* what they would pay me. One of the Indians, (*Corron*,) in his speech in September last, said that they had agreed while here to give me *one half*, but this is not true. The understanding was as I have stated it, and it was so put in writing by me at the time. The original agreement, signed by me, and showing the fact, is now in possession of the Indians, and I herewith file a copy of it, (Appendix B.) Still the Commissioner, by assailing all my papers, insinuates that *the Indians never employed me!*

When *Corron*, the favorite chief of the superintendent, and the loquacious leader of one faction of the Catholic portion of the tribe, said that they had agreed, while here, to give me *one half*, he stated a little *too much* for the purposes of the Commissioner and superintendent. I never pretended that I had such a claim as that; but if it were true that I ever had, it could not have existed unless I had *been employed by the Indians*. So that the Commissioner is contradicted by the chief Indian witness of the superintendent. He is unlucky. The fact is, there never was any agreement about giving me *one half*. I have no doubt that *Corron* would have made such a one, as he was altogether the most officious chief who was here; and he, perhaps, would have been willing to stand to it had he not been taught by his *government teachers*, who are engaged in the work of *civilizing* and *christianizing* him, that *repudiation* is the easiest and cheapest mode of payment!

I lost no time, after the departure of the Indians, in examining the case upon the evidence furnished me by them and such other as I could procure from the records of the Indian office. About the middle of October I laid my original argument before the Secretary of the Interior. My object then was to arrange the matter by a new treaty, as I understood both him and the President to favor that mode. The Secretary, however, referred the case to the Commissioner of Indian Affairs for examination and report. It was retained by him until April 23, 1851, when he made his report.—(See his annual report for 1851–'52, *Appendix* A, page 29.) In a clear and convincing argument, he shows that the Indians were entitled to be paid *at least* the sum of $221,840, though he did not exclude the idea that they might equitably be entitled to more. This report was adopted by the Secretary of the Interior, and, May 1, 1851, by the President, each of them giving the case a separate and careful examination. In addition to the arguments I had made before the Secretary and Commissioner, I addressed a communication of some length to the President, April 25, 1851, which I presume is still amongst the papers. I addressed him as *attorney for the Indians*, as I had done the other officers. I allude to these facts to show that, during all this time I was recognized by *all who had jurisdiction* over the matter, as their attor-

ney. At the commencement of the report of the Commissioner, April 23, 1851, he states the fact that I was so recognized, and explains afterwards the manner in which the power of attorney that made me so was executed.—(See *Appendix* A to his annual report for 1851, already referred to.) These facts are now of record in the Indian office, and the Commissioner must have had them before him when he prepared his late communication to the Secretary of the Interior; yet he has made statements that are directly contradicted by them. It is scarcely to be wondered at that he should misrepresent other things, when, in the most unblushing manner, he falsifies the records of his own office.

This report of the Commissioner, of April 23, 1851, states that the Indians requested the President to recognize me as their "sole attorney," and it and the other papers show that the President, Secretary, and himself all did so. Here, then, is my employment by the Indians, and the assent to it by every officer who had jurisdiction of the business, clearly and *officially* proven. Does not this raise an obligation on the part of the government to protect me, and to see that I shall obtain a fair compensation? It brought me precisely within the rule of the Indian office, as stated by the present Commissioner himself, for *I have never asked anything more than a fair compensation.* That is the distinct and express prayer of my memorial to Congress. What is that rule? The Commissioner states it to be this: that if the government *shall* recognize an attorney for an Indian tribe, it assumes the obligation of seeing that he shall be fairly paid for his services; and such was the opinion of *Senator Toucey* when Attorney General. I have asked nothing more than this, and have proposed, more than once, that it should be submitted to any accounting officer of the treasury, or to almost any other officer of the government, except the present Commissioner of Indian Affairs, to decide upon the amount of my compensation. The Commissioner says that I did not rely upon this rule when I took the agreement for *one-third*, which he says was "*in violation of it.*" Not so. The rule, as he states it, does *not* deny the *right* of a tribe to employ an attorney; it only refuses to protect an attorney in getting anything more than reasonable compensation. That much it *does* do, whether he has a contract for a particular sum or no. And that is all I have ever asked. It would be the duty of the government, under this rule, to secure this to me, if I had no agreement about amount. As I have never asked any more than that, I am clearly within both the letter and spirit of the rule. Will any fair-minded man say that the government can discharge its obligation to me, then, without seeing that I am justly and reasonably paid? Even the Commissioner admits this obligation, if it be the fact that I *was* recognized by the government; but falsely assumes that I *was not*, in the face of the most conclusive and convincing proof to the contrary.

I do not know what estimate he expects to have put upon his candor, when he makes this assumption, in as much as the proof is so overwhelming against him. It goes even further than I have stated it, and I might well have insisted that it goes to the extent of binding the government to see that I was paid *one third* of the sum allowed the

Indians, but *that I have never asked.* A copy of the agreement of the Indians to that effect, was sent to the Indian office by the Indian agent, soon after its execution, and has remained on file there ever since, that is for *over five years.* To say nothing now about the question whether or no it was or is binding upon the Indians, the fact of its being filed there imposed upon the government the duty of notifying me that it would not be recognized, if it had been designed to repudiate it. What sort of faith is there in permitting it to remain on file for several years, without a word of objection, and then, *after my services have been rendered,* giving me notice that it will not be recognized? The Commissioner says that it is not true that my agreement was recognized. Does not the fact of its being on file so long, with no notice of repudiation by the government while I was rendering the service, amount to a recognition? Shall the government be permitted to sleep so long upon it, and then repudiate it? Good faith forbids it. Such conduct, practised toward its citizens, would disgrace any government, and, more especially, one like ours. The most despotic governments act more justly towards their subjects. The facts, then, being established, that the government did recognize me, that it recognized my contract with the Indians and their agreement that I should be paid, and continued this recognition for several years, and until my services were performed, is it not perfectly clear that it is its duty to see that I am paid a reasonable compensation, without regard to the question whether or no the Indians agreed to pay me any *particular* sum, or whether they are *now* willing to pay or not? Indeed, is it not, under these circumstances, the duty of the government to require them to pay, even if they were unwilling? This has been its course of policy in reference to its citizens, in innumerable instances. If I were seeking to recover the *one third* specified in the agreement, it might be important to know whether the agreement was valid or not, and whether the Indians were willing or not; and the Commissioner has, all the time, argued as if I had asked for the *one third,* and has concealed the fact that I have only asked for *reasonable compensation.* As I have asked only that the questions of the validity of the agreement, or of the *present* consent of the Indians, become of no legal importance, in view of the just duty of the government. The only questions are these—did the Indians employ me?—did the government assent to the employment?—did I render service? These being settled affirmatively, I might leave the whole matter there—but justice to myself requires that I should not let the Commissioner escape so easily, since he has travelled so far out of his way to villify me. A sense of duty *to the public* requires it also—for Lord Bacon spoke most wisely and truly when he said—"he that injures one, *threatens an hundred.*"

But besides all this, there is also evidence of my recognition as attorney *by Congress.* A memorial was presented to the House of Representatives, bringing the matter before that body, which was signed *by me as attorney,* and I was so recognized by the Committees on Indian Affairs both there and in the Senate. And still further; the act of the last session, providing for my payment, expressly recognizes me as attorney. And yet, in defiance of all this, in the very

face of this legislative declaration, the Commissioner has denied the fact, and has undertaken to lecture Congress about *its* duty, showing that he considers the little "brief authority" which he employs as elevating him above both the executive and legislative departments.

In this view of the case, it must not be forgotten, that the Commissioner seeks to show that *I was not employed by the Indians*, and that to sustain this position he impeaches the integrity of my first power of attorney executed here, also the ratification of it February 15, 1851, and the agreement of the Indians to pay me, of the same date; which two last named papers have been on file for five years in his office. And, with this kept in view, the great importance to me of a paper *now on file in his office*, and which *he has suppressed* in his statement, will be seen at a glance. That paper is *another* power of attorney, signed by the chiefs of the tribe, at the time of the payment of their annuity, October 27, 1851. In this paper they give me power to "conclude an agreement with the government of the United States, or to agree upon the preliminaries of a treaty with said government," to relinquish their title to the lands set apart for them west of the Mississippi, in exchange for lands in Wisconsin, giving me also full discretion to determine what difference shall be paid them for the exchange. A copy of this power is herewith filed, (Appendix C.) This shows that they considered ALL their business in my hands, and that I had already full power to agree upon everything else about a treaty, so as to bind them. But the Commissioner, in his long review, *has not referred to this paper*. The reason, to my mind, is obvious. If it had no other witnesses to it than those whom he has chosen, most recklessly, to assail by his wholesale defamation, he would have done so. But there are witnesses to it whom he dared not assail, and, therefore, he has *omitted all mention of the paper!* Amongst these are *Lieutenant Collins* and *Lieutenant Hodges*, meritorious officers of the United States army, who were present on official duty to protect the Indians against whiskey-sellers. As these gentlemen could not be reached by the shafts of his malice, he attempts to make his deception complete by a *suppression of the truth*.

What was meant by giving me this suppressed power? Is it not apparent that it was given because that of February 15, 1851, was not comprehensive enough to cover the exchange of lands, with which the Commissioner would have everybody to understand that *I had nothing to do?* That was my own view of the matter, and, therefore, I advised it; and, therefore, it was given. And the fact that it was limited to this exchange, and referred to a treaty that was to be concluded by *me*, as their attorney, proves conclusively that I was understood to have already, and without it, full power to manage *all* their other business, including the claim for additional compensation for the lands ceded by the treaty of 1848. If there had been any doubt about the validity or sufficiency of the power of February 15, 1851, which the Commissioner assails, it could have been removed, *when this last power was executed*, by extending the last one so as to embrace the whole of the business; but there was not, as everybody concerned perfectly well knew, and, therefore, the authority conferred by it was limited to the exchange of lands. By examining the power of February 15, 1851,

e seen that, besides ratifying and confirming the original one
mber 9, 1850, it gives me power to make an agreement with
ident about the additional compensation for the lands sold by
ty of 1848. It extended no further, but was valid for that
After examining the case, I concluded that it was the best
settling the business to make a new treaty, and understood
ident and Secretary of the Interior to concur in this view. I,
, deemed it necessary to have this power of February 15, 1851,
matter might be concluded with as little delay and expense
le. And as it was neither expedient nor right for me to leave
h the business in the condition it then was, and as I was com-
go home if I could leave here at all, I was under the neces-
rocuring somebody to go to Wisconsin and obtain the power
for I was satisfied, from what had occurred here, that the
ould do nothing towards it unless I was there myself, or had
y there to represent me. Besides, I was yet engaged *as*
for W. G. & G. W. Ewing and others, and their business
closed and needed my attention. Colonel G. W. Ewing was
e, and was unwilling that I should leave. Rather than have
, he would agree that he would induce Richard Chute, esq.,
Fort Wayne, Indiana, (and whom I have never seen,) to go to
in and transact my business for me at my expense. (This, it
bserved, was before the assignment by me to W. G. & G. W.
which was, as the paper shows, August 2, 1852.) I agreed to
l instructed Mr. Chute what I desired him to do. It turned
he could not go, and that Judge W. G. Ewing went in his
which I had not the most remote idea until after he had gone.
rstanding was, that he went in consideration of the promise
other to me that Mr. Chute should go, as I was engaged in
siness and they required my services here. I do not think that
ever had any intercourse with the Menomonees before. He
owever; performed the duty; returned the papers to me;
he agent to send copies of them to the Indian office; and I
ds settled with him for the expenses of his trip. Judge Ewing
lead, and it is, therefore, consistent with the Commissioner's
propriety to charge a fraud upon him by insinuating that the
e sent me *were forgeries*, and were *never executed by the*
as they purport, because, he says, he had not time, after he
Wayne, to go to the Indian country, assemble the Indians,
e them execute the papers by the 15th February. He tries to
t this proposition, in a very senseless manner, by pretending
knows when Judge Ewing left Fort Wayne—a matter about
neither know nor care anything. According to his own show-
ever, he had *ten* days within which to accomplish it; and I
he does not, that five days was abundant time to go there,
days more sufficient to assemble the Indians and execute the
He absolutely stultifies himself, for all the time he was
this accusation he had lying before him the copies of the very
e was assailing, showing that they were *certified by the reg-*
receiver of the land office at Green Bay, and the Indian agent
them to his office! Suppose the papers sent me by Judge

Ewing were never executed, how, in the name of common sense, did they become acknowledged before and certified by these government officers? And how did they come to send the *copies* to the Indian office if there were no originals? There are some things too palpable to need argument, and the execution of these papers is one of them. But if he even destroys mine, he only gives to the copies the character of originals; for, if Judge Ewing did not see the Indians, it is certainly true that the government officers *did*, and that is quite as much as I need to contend for. I have rarely seen such an evidence of official stupidity as the Commissioner has exhibited on this point, and I venture to say that there is no other living man who, seeing the facts, can doubt for an instant the execution of these papers; but there is abundant other proof of it, such as would make him blush if such a thing were possible.

He comments upon the circumstance of my having written to Bruce, the agent, who, as he concedes, *was a defaulter*, having embezzled the money of the Indians. But then he conceals the fact that it was only then *suspected*, but had not been positively ascertained, that he was a defaulter. Who else could I write to to superintend the execution of the papers? He was yet the government agent, and if I had not written to him this Commissioner would have been the first to charge that I intended to impose upon the Indians, because I *did not notify the agent;* for he makes it an objection to my first power of attorney, (executed before the Acting Commissioner,) that it was *not acknowledged before this same agent.* I was, therefore, compelled to write to him, and here is what I said in reference to the business:

"It is necessary that the Indians give me power to conclude the agreement with the President. This is the business for which Mr. Chute visits them. And I have written them a letter explaining all their business as nearly as I could. I hope you will aid Mr. Chute, as it is very important to the Indians that it should be done correctly and immediately."

"I wish the Indians also to agree what they are willing to give me out of the money I shall recover. This I wish *them* to determine, *without the influence of anybody*, as I told them when they were here. I do not wish to take a dollar of their money, that they do not willingly give. And I hope they will be told this."

And in a letter to the Indians, written at the same time, I said, in reference to my being paid: "I do not say anything about how much you ought to give me; *I leave that to you*, as I told your delegation I would do. I wish you to talk among yourselves, and then do what you think is proper and just."

Now, must not every unprejudiced man be convinced that I did, in this instance, everything that could be done to secure the utmost fairness to the whole transaction, and that there is no just room for suspicion that it was otherwise? I know that with a certain class of minds it is very easy to conclude pretty much anything that may be desired by the passions or fancy of their possessors; with them, "the wish is father to the thought." The Commissioner has a mind of *that* sort, and having made it up *beforehand*, that his purposes would be suited by having this transaction appear to be unfair, he has gone

to work to make it so; with facts if he can find them, but then to make it so *any how,* even with *falsehoods.*

Although he concedes that copies of the papers obtained pursuant to these instructions of mine were sent to his office by the agent, yet he says that there never was a true copy of the agreement of the Indians of February 15, 1851, on file there. I really do not know what he means, as he has pointed out no discrepancies. But if any do exist, I apprehend they are *immaterial,* and would be scarcely worthy of notice even in a court. The paper in his office, however, was sent there by a *government officer.* I had nothing to do with it, and if it is not true it is not my fault. When he penned this sentence he must have been thinking of *another* paper—the Indian memorial of October 4, 1854. If he had said that there never was a *true* copy of *that* in his office, he would have been exactly right; as will be hereafter very plainly seen. We shall then see who it is that *makes,* and who it is that *uses,* false and fraudulent papers. If it is *me,* then let the censure fall upon *my head;* if it is the Commissioner and his superintendent, let the consequences rest upon *them.*

A word, not exactly in this connexion, may be necessary here, by way of explanation, though it is not important. I have already referred to what *Corron,* the chief, said about their agreeing to give me *one half,* and have stated that there was no such understanding. All that I ever heard about *one half* was what I learned from Judge Ewing. He informed me that at the time these papers were executed the Indians themselves proposed to give me that amount, and that *he advised them against it,* because it was too much; and that they then fixed it as it now is in the agreement. And the Rev. Mr. Bonduel, Catholic missionary amongst them, afterwards corroborated this statement to me. I know nothing more about it.

I never heard the slightest suspicion thrown upon the papers executed February 15, 1851, by anybody worthy of notice, until it was done by the Commissioner. He has heretofore insinuated that they were invalid, but now he has entered into an argument to *prove* it, as he supposes. And for this purpose he has resorted to something said several years ago by Mr. W. H. Bruce, which he has revamped for the occasion. Before I notice this, however, I must say a few words about Mr. Bruce, taking care to speak of him as gently as I can, in justice to myself, for I utterly abhor the practice of speaking harshly or unkindly of the dead. At the time of the execution of my papers it had not been ascertained that he was a defaulter. But some time after this it was discovered that he had embezzled twenty thousand dollars of the money of these Indians, which sum has been since ap-appropriated by Congress, and for the recovery of which an action was brought upon his bond. So soon as this was known he was removed, for which he became violently offended at *me,* holding me responsible for his detection, and repeatedly declaring that if it had not been for me he would not have been removed. I had nothing to do, however, with his removal, but he came on here soon after, threatening me with vengeance. The result was a long communication from him to the Commissioner of Indian Affairs, dated October 8, 1851, which was devoted chiefly to his own defence. The only part of it that

referred to the execution of my papers, which he had attested and sent to the Indian office, was a statement that he had learned after he had attested them, "*that Osh-kosh did not sign them at the council,*" &c., and that his signature was "*afterwards procured.*" When I read this statement I paid no attention to it, because I knew that the gentleman who was then Commissioner placed no confidence in what he said. Therefore there is no reply to it by me on file in the Indian office. I supposed it would pass into forgetfulness, along with its author. But this statement, dependent only upon the mere veracity of a defaulter, suits the genius and calibre of the present Commissioner, and he seizes upon it with as much avidity as if it had really been true; a matter, however, about which I apprehend he had very little concern. It so happens that I have clear proof of the falsehood of this whole story. Although I paid no particular attention to it at the time, yet when I was in the Indian country, shortly afterwards, I had the curiosity to inquire of *Osh-kosh* himself and the other chiefs whether this statement of Bruce was true. I was answered by all of them that it was *not true.* At my request a council of all the chiefs was called, in the presence of the agent, his secretary, and the government interpreter, and I now append a report by them of its proceedings communicated to me by the agent.—(*Appendix* D.) The fact that it was charged by Bruce that *Osh-kosh* had not signed the power of attorney and agreement of February 15, 1851, was stated to the council, when *Osh-kosh*, in the presence of all the chiefs, declared that he *had done so* "with a full knowledge of their contents." He then reaffirmed it before the government officers and the same persons who had witnessed his original signature, and those persons also declared that the papers were executed as they purported to have been. Now, this was done in full council of the nation, when all the chiefs and members of the tribe were present as well as the government officers, and the only question to be acted on was whether Bruce had told the truth about the papers not being signed by *Osh-kosh*, the head chief. And is it not most natural to conclude that if there had been any single chief or other person present who was opposed to the agreement with me, he would *then* have made it known, whether he had signed the papers or not? The fact that no such opposition was made settles the question conclusively that they *all understood the agreement and were in favor of it.* The Commissioner has not the slightest evidence anywhere that *Osh-kosh* did not sign it, except what Bruce says. *Osh-kosh*, in the presence of the whole nation, declared that to be false; therefore all that the Commissioner has said upon the subject is false also. But I am not willing to let this accusation rest here. I have besides this the *sworn* statement of two of the persons who have attested the signature, which I also attach and which is perfectly conclusive.—(*Appendix* E.) All the prettily conceived story of the Commissioner, then, about *Osh-kosh's son* signing his *father's name*, and then *Osh-kosh* signing *for his son*, turns out to be an absolute fabrication of the Commissioner, which *even Bruce* never thought of. Just see to what excess a man's bad passions will carry him. He says: "*I am examining the paper now; it is lying before me*, and it appears that Osh-kosh's name is attached to it, and that his x is

but thus: '*by his son.*' On looking down the other column, I h-ko-no-nay, with his x '*by Osh-kosh, his father.*' The paper resents this singular state of things as to these two signatures: *sh is signed by the son as though Osh-kosh were absent, and Osh-gns for the son as though the son were absent.*" Now I have by Osh-kosh himself, and by the sworn statement of two wit- that Osh-kosh *was* there and did sign the papers. This is ly enough if the question were doubtful. But it is not doubt- d it will astonish the committee when they look at the papers that every word the Commissioner has here said is wholly false, wish I could have charity enough to think that it was uninten- y so. I hope it was. He says: "*I am examining the paper is lying before me*" and then goes on to make his charge, which nds as proof that I have presented a false paper. Now, by ex- g the paper, it will be seen that *Osh-kosh's* name does *not* pur- have been signed "*by his son*" at all! The words "*by his* re attached to the name of *Ay-yah-may-tah*, which comes *next to sh's!* Such are my copies, and such must be the originals which lying before" the Commissioner when he ventured upon this d unblushing falsehood.* He saw Bruce's falsehood and that his purpose; but, as Bruce might not be believed, he went to o give it support by another, which Bruce would have been d of. A stranger who only reads his canting about frauds, ould suppose that he would have the most holy horror of such as a defaulter, and such a thing as deceit. Yet he has so little about the character of his witnesses, when an end towards which lice is driving him is to be gained, that he does not hesitate to orward as a witness a man who has embezzled Indian money, edicate an attempt at argument upon his statement, and then *te* a miserable falsehood to sustain him. If a man who thus s his stupidity and malice were not already a member of a re- le administration, it would excite the wonder of those who understand his conduct to see him beyond the position of a n dealer in the foulest wares of defamation. The fact is, that defaulter as he was, was a better man and had more self- . *He* supposed that I had detected his defalcation and had e cause of his removal, and this gave him *some* apology for g my papers; yet, with all this to excuse him, his communi- of October 8, 1851, is written in the most respectful terms ed to the foul and libellous charges and insinuations in the f the Commissioner to which I am now replying. The Com- er would be greatly improved if he would take him as a pat- oth in decency of expression and regard for truth, though he then be still below where any man of proper self-respect would o stand.

ng thus shown, beyond controversy, that all my powers of y, and the agreement of the Indians in reference to my com- on, were executed and fairly so, and that the statements and tions of the Commissioner in reference to them are wholly gra-

* See note at end marked P. S.

tuitous and altogether disproved by the facts, I do not now propose to set forth the nature and character of the services I have rendered these Indians. That is sufficiently done in my memorial to Congress, and in my letter to the Secretary of the Interior of January 19, 1855, in the latter of which I fully met and explained *other* libellous accusations of the Commissioner. All these were before Congress when the appropriation for my benefit was passed, at the last session, and an examination of them will explain the whole case to those who have the inclination and leisure to make it. In this communication the conduct of the Commissioner must be the subject of further review, in the course of which it will be my duty to pay my respects also to his superintendent, who has figured in this business. They have *driven* me into this controversy and must now take the consequences of their own folly.

After I was refused permission to go into the Indian country to explain to the Indians the condition of their business, before the treaty of 1854 was made, (as fully set forth in my letter of January 19, 1855, to the Secretary of the Interior,) and after that treaty was made, postponing the payment of the money for twelve years, I was left with but a single mode of proceeding, in order to secure the payment of compensation for my services, and that was to visit the Indians and ascertain what they designed to do. I learned that the payment of their annuities for 1854 would be made about the first of October of that year, and left home so as to reach the Indian country at that time, in order that what occurred between me and the Indians *might take place in the presence of the government officers.* That such was my purpose and wish will appear evident to any fair man, from the fact that I selected the time of the annual payment to go there, when I knew that the government officers would be present, which I should not have been likely to do if I had had a *fraudulent* object in view. When I reached there I found that the officers had not arrived, but that the Indians were all assembled at and in the neighborhood of their village, about a mile or so below the Falls of Wolf river. I waited several days, saying but little to the Indians about my business, but receiving from them a universal expression of regret that provision had not been made for paying me. Finding that the officers did not arrive, and as I could not remain longer than that day, in consequence of business at home, I called a council of the chiefs for about *two o'clock* in the afternoon of the 4th of October, to be held *at the village.* When this time arrived the most of the chiefs were there, and the council could have been readily held, but I was unwilling to hold it unless *every chief was present,* and especially *Corron,* who I knew would complain if it were held in his absence. When I suggested this to the chiefs they themselves fixed their meeting for later in the afternoon, at the residence of *Lamotte,* a chief, who is a good farmer and has a comfortable house two or three miles from the village. They then sent runners for the absent chiefs, one of whom was sick near *Lamotte's* house, which, as I understood it, constituted the chief reason for selecting *that* as the place of meeting. As Indians are proverbially slow in assembling, they did not all meet until nearly or about night, and the council lasted perhaps a couple of hours.

Every chief in the nation was there, as the Indians told me, and a number of other Indians, besides about ten or twelve whites. I have explained all this in my letter to the Secretary of January 19, 1855, and also the manner in which, at this council, the memorial of the Indians of October 4, 1854, referred to in the act of Congress, was executed. It was willingly signed by every chief, after being fully interpreted, so that its contents were perfectly understood. I gave the best evidence of my confidence in the fairness of the transaction by requiring a *duplicate* of the memorial to be executed, and by leaving it it with the Indians to be handed by them *to the government* officers when they should arrive. I would scarcely have ventured on this, if I had not felt a consciousness in the integrity of my own motives and conduct, for I must have known that it was in the power of the officers, after I had left, to have detected anything wrong on my part. The *conduct* of a man often furnishes a better rule than his professions by which to interpret his motives. My object in leaving this duplicate was this: that, as I was compelled to leave, the Indians might hand it to the superintendent when he arrived, to be sent by him to the Indian office, so that, by *their* act of handing it to him, it would be considered as equivalent to the execution of it in his presence. It would, as I supposed, amount to a reaffirmance of the paper given to me. And when the superintendent came they *did hand it to him*, in full council and in the presence of the whole nation, telling him that it expressed the *will of the nation*, and requesting him to send it, as such, to the President, to whom, as well as to Congress, it was addressed. It was at this point of the business that this superintendent interfered to prevent them from doing what they desired to do, by attempting to make them *take back the paper*. I have explained all this in my letter of January 19, 1855, to the Secretary of the Interior. He has furnished the evidence of it against himself, in his report of November 1, 1854, published with the report of the Commissioner for that year.—(See page 319.) He states, in substance, that when the Indians handed him the paper, he made a speech to them, in which he abused me, told them that I had rendered them no service, and that their "*signatures had been obtained under false pretences*," &c. And he also admits that, notwithstanding this direct and unwarrantable interference of his, and these falsehoods, the Indians *refused to take back the paper*, but left it with him as expressing what the nation wished to be done. Now this paper, handed to the superintendent by the Indians, was a *precise duplicate* of that which accompanies my memorial to Congress. Then, if it were even true, as the Commissioner charges, that the paper filed by me was never properly executed or never executed at all, would not *this* paper be sufficient of itself? It came directly *from the Indians* and was handed to the superintendent *as their act*, and what more is necessary to give it validity? Can any man perceive what object the Commissioner can have in view in now attempting to invalidate *my* paper, when he has *one precisely like it in his office*, (except so far as it has been *mutilated* by the superintendent,) sent to him *by the Indians* as their act and deed and through the proper officer of the government? But the history of this paper, now in the Indian office, is both curious and instructive, affording conclusive and crushing evidence of a piece

of deliberate unfairness, which, it is to be hoped, has no parallel in the history of the government. The superintendent saw, when it was handed to him by the chiefs, that it might be the means of accomplishing the payment to me, which he had told *George F. Wright, esq., should never be done while he was in office.*—(Appendix F.) This he had resolved to prevent, as the affidavit of Mr. Wright shows, and to accomplish his purpose, perpetrated the disgraceful act of *mutilating the paper after it came into his hands.* This is a grave charge, but the *proof* is abundant, and I make it with a full sense of the obligation it imposes on me. It is not now made for the *first* time. I referred to it in my letter to the Secretary of the Interior of January 19, 1855, and *there has not yet been any explanation of it.* There can be none. It is one of those acts which admits of no apology. It was the duty of the superintendent to send THE paper handed him by the Indians, but he *did not* do it. He sent a paper which he represented to be "*a copy,*" but which was a *false and fraudulent copy!*—and made so *intentionally* by him, to prevent me from getting my money. The *original,* which was handed him, contains the certificates of *two competent interpreters* and *five others* who speak the Menomonee language, stating the fact that it was *fully interpreted to, and perfectly understood by, the Indians,* and also the certificate of *five others* that *the business was fairly conducted.* Everybody will see the importance of *these certificates,* in view of the charge made by this superintendent and repeated by the Commissioner, that the paper was unfairly obtained. The superintendent saw it, and saw also that if *the certificates* went along with the paper, or if *he sent the original,* the falsehoods that he had made up his mind to tell would be disproved. Therefore, with perfect deliberation and as if there were no *crime* in such an act, *he suppressed all the certificates,* sent only a *false* copy, *without any certificates,* and, I suppose, still retains or has destroyed the original! And these are the kind of men with whom I have had to deal, and who have employed themselves for the last year or two in assailing me. When I spoke of them heretofore I did it mildly, merely stating the facts of this transaction, without comment. I should be untrue to myself as well as the country if I let them escape any longer.

This *false* paper was sent to Congress with the annual report of the Commissioner for 1854, and it stands now upon the congressional records. It has been printed and circulated over the country—sent into my own neighborhood, under the *frank of the Commissioner,* to men whom he never saw—for the express purpose of creating unfair and injurious impressions against me. By closing the paper at the termination of the names and marks of the Indians, and by *cutting off the certificates* and leaving it *without a single witness,* (*see Report of Commissioner of Indian Affairs for* 1854, *page* 322,) it is calculated, as it was intended, to create the impression, in connexion with what the commissioner and superintendent have said, that I had got the Indians together in some secret place—in the woods or in the dark—and had obtained their *cross-marks* to the paper, when there was no interpreter present to tell them what they were doing and not a soul to attest the act. Does the interest and honor of the government demand such

nduct of its officers? In the estimation of the Commissioner of In-
an Affairs, I suppose it does—for I have learned that he has lately
larged the sphere of action of this same superintendent, by *extend-*
g his jurisdiction over *other tribes!* He seems unwilling to part with
auxiliary so important to him in the kind of work he delights in—
at of oppression and defamation.

When this paper went before the Commissioner he had no right,
gally, to act upon it, even if it had been genuine. It pertained to
y individual business, and nobody but me could make such a case as
ould give him jurisdiction to act, either under any existing law or
e common usage of his office. If he had waited until I had reached
re and prepared my case for his action, then he could have seen
at the paper he had was *false*, and might have acted advisedly upon
the facts. But this did not suit his purpose. He was too anxious
put something *personally abusive of me* upon the public records,
here he could get it *printed and circulated* at the *public expense*,
owing full well that, if I replied to it, my reply could never reach
e tenth of those who read his accusations, and that whatever was
inted by me had to be done at *my own expense*. He forgot the
cred proverb, "He that answereth a matter before he *heareth it*, it
folly and shame unto him," and did not hesitate to decide the case
d conclude my rights *before he had heard a word from me*. He,
ubtless, considered this paper as a sort of God-send, and it is curi-
s to see with what dispatch, under *pretence* of great care over the
ghts of the Indians, he worked the false material into his annual
port. The report of the superintendent enclosing it is dated at
lwaukie, November 1, 1854, and the annual report of the Commis-
ner is dated November 25, 1854, so that he had it on hand but a
rt time before he sent it to Congress, with his injurious and slan-
ous comments. Why all this "indecent haste?" Why did he
, before he had time to deliberate or hear from me, give *my* case
prominent position in his report to Congress? It is universally
rstood that such reports should properly embrace only those mat-
that are of general interest, connected with the relations between
United States and the Indian tribes. But the Commissioner, de-
ng from the course of all his predecessors, has initiated a new
of reporting, by giving the business of a private citizen, which
ot been made ready for his official action, the most prominent
n in his annual communication to Congress. He had no just
l right to do so; more especially as I had not prepared my case.
ect in having the duplicate memorial sent to him, was to present
upon my arrival here, such a case as would have required him
and if he had waited a little while I should have done so. I
have prepared the evidence of my services, in the usual man-
have submitted to *him* to decide the amount of my compen-
Then, if I had not been satisfied with his decision, I could,
e law and invariable usage, have had my remedy by appeal
ecretary of the Interior and the President. I have never
y other Commissioner to preclude a party from this course,
ging a case. In all such matters the Commissioner acts
and *his proceedings, in my case*, have no other parallel

than in that of a judge who decides a case upon the filing of the declaration and before he has heard one word of evidence. What would be thought of such a judge by all honest men? Is the Commissioner less to blame than he would be? I submit, then, to all candid men to decide whether I was not absolutely compelled to consider him as having *prejudged* my case. The accusation that he did so was the harshest expression used by me against him in my communications heretofore; a courtesy with which he has repaid me with a whole volume of as vulgar abuse as ever emanated from the brain or disgraced the productions of the commonest libeller.

I did not charge *him* with having had any agency in the suppression of the certificates of attestation attached to the duplicate memorial of the Indians; all my remarks on that subject, in my letter to the Secretary, January 19, 1855, were confined to the superintendent, and were not even abusive of *him*, as they were a simple statement of the facts. But what am I *now* to infer from the fact that, although the attention of the Commissioner has been called to this suppression *for more than a year*, and he *knows* that the paper communicated by him to Congress was *false* and *mutilated*, yet he still leaves the matter *unexplained* and refuses to make the *amende honorable?* If it were his purpose to act honorably towards me, he would frankly say without hesitation, that I should not be left subject to the false imputation which *his publication of this mutilated paper* is calculated to excite against me. That would be *my* course towards him, if our positions were reversed, as I think all who know me intimately will concede. But as he seems to have no just understanding or appreciation of the motives that prompt such conduct, he has let the falsehood pass without explanation, knowing that it is impossible for me to get my defence against it, placed by its side, upon the record, and has *rewarded the man* who perpetrated the infamous act, by giving him more extended authority and by taking him more nearly to his confidence! Shall a public officer, just because he is so, be tolerated in doing that which any private citizen, who had the slightest regard for himself, would blush to be guilty of? Is it to be tolerated that the power and authority of the government shall be thus employed? The persistence of the Commissioner in this wrong leaves me no other alternative than the conclusion that he is equally guilty with the superintendent. To make him accessory to the act of suppression, it is not necessary that he should have advised it, or have known it *before* it was done. The ratification of it by him *since* then, makes him an accessary after the fact. The man who employs a fraud, perpetrated by another, to work out his designs, knowing it to be so, is as guilty as the other—both in the eyes of the law and of morality—upon the same principle that the receiver of stolen goods, knowing them to be stolen, is equally condemned and punished with the thief.

But all the matters set forth in the annual report of the Commissioner, for 1854, were replied to by me, in detail, in my letter of January 19, 1855, to the Secretary of the Interior, and successfully replied to, or he would not have found it necessary to prepare his last long communication. That letter was before Congress when the amendment to the civil and diplomatic bill was made, paying me *one half* of

what the Indians had agreed to give me. And upon full view of the whole case Congress acted. That action is, certainly, entitled to *some* consideration and respect, but has received none whatever from the Commissioner.

He goes *behind* the act of Congress to show that the memorial upon which it was based is invalid; he even insinuates that it *never was executed by the Indians*. To this I might reply at once by saying, that if it were not, the duplicate handed by the Indians to the superintendent *was;* but that is not necessary as I have abundant proof. All these insinuations, however, were made by him *before* the act passed—and is there to be no end to such things? Is Congress to remain passive and suffer itself to be lectured in this way by malicious men, and to be told that it is ignorant of its duty? But I shall not attempt to evade or escape any point he has made.

It so happened, as in all such cases it generally happens, that when I reached the Indian country, about October 1, 1854, I found no other white persons there than those who are engaged, more or less, in trade and intercourse with the Indians. A gentleman who resides in the same place with me accompanied me, and besides him there were no others when I reached there than those I have named. Col. Ewing did *not* go there with me. It also happens that some of these persons have claims against the Menomonee Indians, which they have made some effort to collect. But I am not aware that this, of itself, furnishes a good reason for discrediting an act of theirs—the simple witnessing of my paper—in which they can have no possible personal interest. Not finding the officers there, and these persons being the only ones present, I had no other mode left me of having the memorial attested and interpreted than by them and the gentleman who accompanied me. Two of them acted as interpreters on the occasion, both having acted heretofore in the same capacity for the government. Now, the Commissioner assails *all* these persons by saying that they are unworthy of credit, *just because they have claims against the Indians.* He offers no other reasons, except the false ones that *they and me have conspired together to cheat the Indians*, and that Colonel G. W. Ewing and *me are engaged together, as their attorneys, in prosecuting their claims for them.* He made these same accusations in his annual report for 1854, *before* the act of Congress passed, and they were fully replied to by me. When is the matter to end? I had not supposed that they would be again revamped, especially when I had been gratified to know that, so far as they related to me, they were *discredited* by a higher authority in the government than the Commissioner. I cannot refrain, however, from repeating here a part of what I said on this subject in my letter of January 19, 1855, to the Secretary of the Interior. These are my words:

"The Commissioner does me great injustice when he assumes that the collection of the sum owed me by the Menomonee Indians, and the prosecution of certain claims *against them*, is a '*joint and partnership operation.*' I positively assert that, although I had heard that there were some claims of an old date against these Indians, yet that I never knew what they were, nor in whose favor they were, until I saw the schedule *of them, and the* names of the claimants, as published

with the Commissioner's report. I do not *now* know who are the agents or attorneys of these claimants, or whether they have one, two, or a dozen. I do not know what they are to receive for collecting the claims. The schedule and agreement of the Indians to pay the debts were made out after I left the Indian country. I had no conversation, at any time, with the claimants, or any of them, in reference to these debts. I never knew anything about them, or had anything to do with them. I have nothing to do with them now, and never expect to have. I do not know what interest Colonel Ewing has in them; whatever it is concerns himself only, not me. I have no more to do with his general business than the Commissioner himself."

"The papers published by the Commissioner do not show my name, anywhere, as connected with these claims; because I repeat that I never had anything to do with them."

"I never was a party to any contract about them, or was informed of the contents of any contract. I never had any understanding or agreement with any person or persons holding these claims against the Indians, whereby I was to assist in their collection, either in consideration of their aid in my business or for any other consideration."—(*See the printed copy of my letter, pages* 3 *and* 4.)

Now, I repeat every word I here used. I make my denial ten thousand times more emphatic than before, if possible, and defy the Commissioner or any other man to the slightest reliable *proof* to the contrary. It is false—false in spirit, false in conception, false in fact, false in utterance, and false in every other mode in which a foul calumny can become so, that I ever had anything to do in any way with these claims. The man who states otherwise states untruly, and is guilty of a falsehood which, if uttered, would stick in his throat—I have heard enough of this, and it is time it was ended, unless some proof of it is offered. The Commissioner offers nothing but *assertion*, and has not in his office one word of *proof* upon the subject. If by a dogged perseverance in the falsehood he expects to make, it appears to be true, what man may he not assail in the same way?

He has asserted that W. G. and G. W. Ewing and myself have made independent fortunes out of the prosecution of claims against Indians; that it may be inferred therefrom, that whatever interest they may have in these claims is shared by me. But this assertion is equally false with the other. I meet it at once by solemnly avering, that *I never received one single dollar in all my life from a claim against an Indian tribe, prosecuted in partnership with W. G. and G. W. Ewing, or either of them, or anybody else, before any of the departments of the government.* Let the contrary be shown if this be untrue! I make the issue boldly. In the prosecution before the Indian office of every claim against an Indian tribe in which I have been concerned, I have acted only *as attorney*, and for a stipulated and moderate compensation. So far from making a fortune in this way, *I have not received from all the cases I have thus prosecuted as much money as I have lost and spent in attending to the business of the Menomonees.* What has been made by the Messrs. Ewings is no concern of mine. The property they have acquired has not been made out of their *Indian* business, but they are mainly indebted for it to the great increase in

the value of real estate in the great western cities. But I have nothing to do with this. For myself, I have *not* made a fortune, nor anything like it, and should have been $10,000 better off to-day if I had never engaged in this Menomonee business. Of this I am so well convinced, that I could not be induced to engage again in any similar business, however much my sympathies might become excited.

I desire that this charge of the Commissioner that W. G. and G. W. Ewing and myself have prosecuted claims against Indian tribes in partnership, and *made fortunes out of them*, may be particularly observed, for I meet it promptly and directly. There is no evidence to such effect upon the records of the Indian office, because nothing of the kind ever occurred—*no such case ever was prosecuted.* The Commissioner parades the case of *Cown* as an example. I have stated my relation to this, that I was *attorney* merely. My contract made with Colonel Ewing was, that I was to have *five* per cent. The claim being $8,000, my compensation was $400, and this Colonel Ewing paid me. He got nothing for the care he bestowed upon it, that I ever heard of, as I understood it to have been assigned to him as collateral security, which I have heretofore explained.

The Commissioner says, addressing the Secretary of the Interior, "Mr. Thompson *states to you* that he was *opposed* to the collection of *claims against Indians*," &c. When and where did I say so? Let him show it if he can. I deny it. The expression here used is *general* and applies to *all Indians.* I *have* said that I would not prosecute claims against the *Menomonees*, because I was *their attorney.* I should have stultified myself if I had applied it to *other* tribes, for I have prosecuted them against others, as is very well known. But this accusation furnishes me a proper occasion for saying that I *have* declined to prosecute some that were offered to me, and have no idea of ever prosecuting another. The Commissioner, however, *invented* this remark and put into my mouth, without the slightest evidence, for the purpose of referring to some cases that I *had* prosecuted, so as to convict me of misstatement. For example, he, immediately afterwards, refers to a case where, he says, I filed a printed argument and appendix of fifty-five pages, and where, he asserts, that $106,525 04 of Indian trust funds were paid to Colonel Ewing. I did file such an argument, but know nothing now of the amount of the trust funds, except what I derive from my own statement of the case. He states this large sum to show what enormous amounts of money have been paid to Colonel Ewing and *me*, for he insists that we were in partnership in this as in all other cases. He has the records before him, and I suppose states truly the amount paid, but I find my argument predicated upon the idea that there were only $80,000 of trust funds on hand, with the accumulated interest of $9,782 50; but there may have been a larger amount of interest due. I did not concern myself about it, beyond the allowance of the claims, as the sequel will show that I had no interest beyond that. The treaty under which these claims were payable set apart $300,000 to pay debts *pro rata* amongst the creditors, and this was an application for the "surplus" on hand, nothing more, the remainder having been previously paid. The amount was ascertained by arbitration, and the bond of submission

between the creditors and Indians followed the treaty, that this "surplus" should be taken in full satisfaction of the debts. The largest sum payable to one individual was $18,827 85, and *seventy-five* of the claims were less than $1,000. W. G. and G. W. Ewing had a claim for only $874 15. The whole amount had, by the treaty and the terms of submission, to be paid out of the trust fund on hand, which was *kept for that purpose*. And all the claims were paid in that way, the creditors taking it in full, and each receiving his *pro rata* share. So that there was nothing paid but the balance on hand of the $300,000 set apart by the treaty to pay debts, and which could not have been used for any other purpose.

I lay my printed argument in this case before the committee that they may see, if they desire it, the character of the case. It was founded upon an award against the Ottawa and Chippewa Indians, made by arbitrators selected by the Indians and creditors. The arbitrators were A. T. Wadsworth, esq., and J. M. Pratt, esq., on the part of the Indians, and John D. Irvine, esq., on the part of the creditors, all of Michigan, where the most of the creditors also resided. The respectability of these gentlemen was certified to by Hon. Lewis Cass and Hon. A. Felch, senators from Michigan, and Messrs. Bingham and Buell, of the House of Representatives. The legislature of Michigan passed a joint resolution in favor of paying the claims, and *seventy-nine* members of the legislature signed a petition to the same effect. Colonel Ewing was the *attorney in fact* for a large number of the claimants, to draw their money and account to them. He employed me to prosecute the case *as attorney for the claimants represented by him*. I did so. The award was affirmed and the "surplus" fund on hand was paid. What the claimants paid him I solemnly aver I do not know. For my services *as attoraey* he paid me $2,000, not two and a half *per cent.*, which I as solemnly aver was the only part of the money that I ever saw or know anything about. And this case is referred to to show that he and I have amassed large fortunes in partnership by prosecuting claims against Indians!

Now the Commissioner, taking this and the other cases where *I was attorney*, and lumping them all together, has chosen to draw a fancy picture of the persons assembled in the Indian office at the time of the interviews with the Indians in 1850, and to represent those he has named, including me, as being in the *common design* to rob the Menomonee and other Indians of their money. This is a grave accusation, and if true should consign all of us to disgrace; if false, should visit that consequence upon *him*. It is no small matter to take upon one's self the responsibility of such a charge. What proof does he offer of its truth? *Not one word!* Is his *ipse dixit* sufficient? No human being has *said* that it was true, and nobody has fancied it so but himself. Does his office give him the *prerogative* to defame whoever he pleases *without proof?* This kind of wholesale slander is becoming too common in the country and should be rebuked. Even *Congress* does not always escape it, to say nothing of an humble individual like me. The times are wonderfully "out of joint" when such things can be done with impunity. In my case, the Commissioner has voluntarily taken the affirmative of the issue—the onus probandi is upon him—let

ı make his proof. Naked and unsupported assertion is not suffi-
ıt, or if it is, no man's character is safe.

deny any combination with these men, or any others, to impose
n the Indians or the government, or any individual for any unfair
pose, or any combination with them for any purpose at all. And
ake this denial as broad, unqualified, and emphatic as language
permit I have explained the manner in which these Indians
e to me and induced me to engage in their service, and whatever
ıonor and reputation I have, I pledge it all to the truth of that
lanation. At that time these men were all strangers to me, and
.tever they did in reference to the matter was done as the friends
he Indians, not as my friends. Since that time I have been com-
ed, by circumstances over which I had no control, to ask them to
st my papers and to act as my interpreters. Not one of them has
asked me to prosecute a claim for him against the Indians, for
r all well understood that I was counsel *for*, and would not consent
ecome counsel *against* them. For that reason they have constantly
t from me all information about their claims, and I, therefore,
w nothing about them. I know nothing about the arrangements
veen them and Colonel Ewing, either before or since I assigned to
G. & G. W. Ewing part of my agreement. If he has any agree-
ıt with them about their claims, I never saw it and have nothing
o with it. As it is upon the *supposition* that *this is all false,* that
Commissioner predicates his accusation of conspiracy, it must fol-
that if no such relation as he charges exists between us, the
ısation must be untrue. He offers not the slightest evidence to
port it, nothing but the *suspicion.* He has no evidence, for the
n reason that none exists.

ut he tries to make his suspicions appear plausible by insisting
t *Colonel Ewing* is concerned with them, and by holding me respon-
e for all that he has said and written, as well as for what was
tten by Judge Ewing, in his life time. With his annual report
1854, he published some letters of the latter gentleman, written
ut matters of which I had no information until I saw his report,
with which I had no concern. All this I explained in my letter
he Secretary of the Interior, of January 19, 1855.—(*See printed
y, pages* 14, 15, and 16.) And attached to his last annual report
two letters from Colonel Ewing to Andrew Jackson, a Pottawato-
, which I never saw or heard of until a copy of his report was fur-
hed me since I reached this city, and since I commenced this reply
his last communication. I never heard of *this* Andrew Jackson
ore, and did not know, until now, that there was any such claim
pretended claim in favor of the Pottawatomies as that referred to
these letters. I not only have nothing to do with it, but never
end to. I am not responsible for anything contained in these let-
s. It is true, as Colonel Ewing says in one of them, that he aided
as far as he could in the prosecution of the Menomonee claim. It
s his interest to do so, as I have already stated, and the papers
ow the assignment of a portion of my contract to him and his part-
r. But this aid was limited, from the fact that, notwithstanding
assignment, *I expressly retained the business in my own hands, and*

would not suffer anybody to interfere with it, and it being also understood that my assignees were to look to *me after I had received my money* for their interest, and not to the contract. If he ever did anything beyond what was done under my supervision, I do not know it, except that he may, perhaps, have spoken to some members of Congress about it. He had a similar interest in my Shawnee contract, (and these were the *only* ones of the kind I ever had,) acquired originally in the same way, by assignment, growing out of a monied arrangement between us, and rendered similar service in that case; a second contract was afterwards made with the Shawnees in his name and mine, and that is the *only* joint contract we ever had. But what of all this? Is there anything wrong about it? The Commissioner intends to have it understood that we are so associated together, *in all things*, that I am to be held responsible for all that he does and says. I have stated the extent of the interest he has in this Menomonee contract, and the manner in which he acquired it, and the interest he *had* in my Shawnee contract, and that in all matters in which I have been engaged, growing out of *claims against Indians*, I have acted *only as attorney*, and I defy a word of proof to the contrary.

But the Commissioner charges that I *deceived* Congress by inducing them to believe that *I had nothing to do* with W. G. & G. W. Ewing, and that they had no interest in my contract with the Menomonees. I desire that what he has said on this point may be specially observed. It is to the effect that I *concealed* my agreement with the Indians, upon the face of which appears the assignment to W. G. & G. W. Ewing, until *after the law of last session was passed*, and then only exhibited it because I could not draw the money out of the treasury without doing it. He says that, during the debate in the Senate, at the last session, upon the proposition to insert the amendment to the civil and diplomatic bill in my favor, I had the *agreement of the Indians* to pay me one third, and which contains, on its face, the assignment to W. G. & G. W. Ewing, "IN HIS [*my*] POCKET," and then continues: "*After Congress adjourned*, Mr. Thompson and George W. Ewing *had to present to the Treasury Department the alleged agreement* with the Menomonees *in order to obtain the money* which they had induced Congress to grant under such statements. *This brought out the assignment.* To prevent the *exposure* from depriving them of the money thus appropriated by a *deceived* Congress, they devised, Mr. Thompson prepared, and Mr. Ewing executed, the following instrument, with a *false date*, (but which is exposed by the instrument itself,) abandoning the rights of the Messrs. Ewing to Mr. Thompson." Now, in the first place, I do not suppose that the fact of my being compelled to pay part of my money (for it is all *mine* until I do so pay it) to W. G. & G. W. Ewing, or anybody else, when I obtained it, would be any valid objection against its allowance in the minds of honest men, and therefore I cannot imagine of any motive I could have for such concealment. I suppose my case should be decided upon its merits, without regard to what I shall do with my money when I get it. Suppose my necessities should have required me to assign part of it to a bank, or a broker, to borrow money to prosecute this Menomonee case with, would it be an argument against paying

that part of the money would go into a bank or a broker's office? hat I had not told Congress that I had so assigned it? But it so pens, most unfortunately for the Commissioner's veracity, that charge about my having *deceived* Congress is absolutely false— iout the slightest foundation whatsoever. The agreement of the ians of February 15, 1851, containing *on its face* the assignment V. G. & G. W. Ewing, dated August 2, 1852, *was filed with my orial to Congress, presented long before the discussion referred to, has been amongst the papers ever since!* It was sent with the ers, by the Secretary of the Senate, to the First Comptroller of the asury, who was directed by the Secretary to report upon the case. letter to the Comptroller of March 7, 1855, I said: "The *agree- of February* 15, 1851, and the memorial of October 4, 1854, *filed in the Senate with my memorial, and constituted the basis of action of Congress.*" I then requested him to obtain them from files of the Senate, which he did. The act of Congress, by its terms, shows these facts, and if the Commissioner had had city enough to consult its phraseology, he would scarcely have ured to say that I *deceived* Congress in the manner indicated by . But he struck at a venture, as he has done in other instances. was hunting more after *me* than he was after the *truth*.

ut he pretends to have found a *mare's nest* in the date of the paper, rein G. W. Ewing released the assignment, so that the money d be drawn by me. This paper being dated *February* 9, 1855, ch was *before* the act passed, and yet *referring to the act upon its* , he sets down as a *fraud*. It seems to me that any man whose d is not gangrened with suspicions, who would look at this paper see that it referred to the payment of the money, by virtue of the of *March* 3, 1855, would conclude, at once, that its date of *Feb- y* 9, 1855, was a *mistake*. If I had designed a fraud in writing but I cannot see how it could become the subject of fraud, under possible circumstances,) I should scarcely have made it so contra- ory, as to date it *before* the act passed and yet make its terms refer he *date of the act*. Poorly as the commissioner seems to think of I think, upon reflection, he will concede that I have sense enough to perpetrate so silly a thing as this, for a fraudulent purpose. facts are these: when the First Comptroller looked at the paper, saw and pointed out to me the assignment, and suggested that its stence might embarrass the payment of the whole of the money to . I told him that it was never designed to deprive me of the right eceive all the money—that the Ewings were to look to *me* for their re of the money *after it was paid*, and that Colonel Ewing was n in the city and would erase it or indicate that fact in any way he ired. He suggested that I should get a paper from him and put it file. I did so, and this is the paper. This was done on the 9th *rch*, 1855, and in dating the paper I dated it 9th *February*, 1855 nistaking the month, which, as well as the day of the month, I am y apt to and often do. And out of this trifling circumstance, which uld have explained itself to any fair mind, the Commissioner has nufactured a parcel of slander, and has talked about fraud and all it sort of thing, as if there were really any thing in a matter so

absolutely unimportant. Must he not be hard run for materials of assault upon me?

But he charges that I deceived Congress, by inducing Mr. *Brown of Mississippi*, in the debate during the last session, to represent me as having nothing to do with the Ewings, and he quotes from Mr. *Brown's* speech to prove it. Mr. *Brown* was replying to a speech made by Mr. *Stewart, of Michigan*, in which he referred to the letters written by the Messrs. Ewings, which accompany the annual report of the Commissioner for 1854, and his remarks were intended—and bear no other construction—as a reply to the charge that those letters had reference to business in which I was concerned. I denied that they had any such reference, in my letter of January 19, 1855, to the Secretary of the Interior. Mr. Brown had a printed copy of that letter in his possession, and upon the strength of what it contained, he denied, *truly*, that I was, *in any way*, connected with those letters—and with the business, generally, of the Messrs. Ewings. But the question, whether I was bound, in consequence of a private pecuniary arrangement between us, to pay them part of the money I was asking, *after I received it*, was not the subject of discussion. If it had been, the assignment on the agreement of February 15, 1851, *which was before the Senate*, would have shown the fact. The Commissioner shoots as wide of the mark in this as he has done in other parts of his long statement.

Now, I have stated frankly and truly, all the connexion which I had with W. G. and G. W. Ewing, in prosecuting claims as *their attorney*, and all the connexion they have had with my business. I have not entered into the details of the private pecuniary transactions between us—nor would any fair man require me to do so. If my circumstances have been such as to require me to make those arrangements, it has been that same kind of misfortune that has befallen thousands of others. And if they, confiding in my integrity, have been disposed to assist me, I should do my own feelings injustice if I were not to experience and express my gratitude towards them. But this is not the place for matters of this sort, and my only object in referring to them, is that my own motives and conduct may be understood.

I know that this detail is tedious, but I have been compelled to enter into it, to answer the arguments and insinuations of the Commissioner, and, having done it, must refer to other matters necessary to a full understanding of the controversy between us, for I desire to leave nothing that he has said unreplied to. In its *true* aspect, the controversy is merely a *private* one between him and me, in which the *public* can have no interest; but as his position is such as to give him the opportunity, by taking advantage of it, to put his defamation upon the *public records*, everybody will concede to me the right to place my defence by its side.

I have stated, and repeat again, that I did not ask, and have never asked, and never intended to ask, that I should be paid the *entire sum* promised me by the Indians. I chose to have my papers consistent with the first agreement, so that whenever the time of payment arrived, I might act fairly and liberally towards the Indians, by sub-

mitting the question of the amount of my compensation to any disinterested and impartial authority. I should have submitted it originally to the Commissioner himself, in the regular course of proceeding, if he had not put it out of my power by deciding the case *beforehand*. I have always been willing since then to refer it to almost anybody. Therefore, in my memorial, I only asked for *reasonable compensation;* and when asked by the members of your committee what I considered reasonable, declined to name any sum, and left it entirely to them. Your committee decided it, and it was upon your motion that the appropriation of last session was based. Does not this bring me precisely within the rule which the Commissioner has stated? And when Congress has determined, in full view of the facts, that, under this rule, the compensation fixed by the law is reasonable, it presents a question of some moment, to the country as well as me, to consider how far the Commissioner should be excused for his persevering assault upon their action.

This legislation was predicated upon the memorial of the Indians, of October 4, 1854, which the Commissioner has attempted to assail, but which he has failed successfully to assail. In reference to the facts and circumstances under which it was executed, I desire, in addition to what I have said, to call attention particularly to the sworn statement of *W. R. McKeen*, esq., the gentleman who accompanied me to the Indian country, and who wrote the memorial, and is one of the witnesses to it.—(*Appendix* G.) It is conclusive upon all the points, and its substance need not be repeated here. This gentleman has no sort of connexion with the Indians or Indian business, and never was amongst them before this visit, therefore the Commissioner has had some difficulty in getting over the effect of his attestation to the memorial. But as it had to be got out of the way to make his position even plausible, he does it at a single blow, but in a way that must excite a smile upon the face of all who read what he says. It is that *McKeen did not tell the truth* (*nobody*, it seems, can tell the *truth* in *my* favor) when he certified that the memorial was executed *at the Falls of Wolfe river*, because it was done *two or three miles from* there. Can a more contemptible mode of attack upon a man's reputation be conceived of? Need I argue to show that, in common parlance, when we speak of such a place as the Falls of Wolfe river, or the Falls of Niagara, we embrace both the place itself and its vicinity? Such is the decision of the courts in repeated cases. Why, the thing is simply ridiculous, and deserves scarcely this much reply. There is not a more honest and honorable man living than *W. R. McKeen*, as all who know him will testify. But honesty is no protection against the assaults of this Commissioner. By such an attack as he has here made upon the veracity of this gentleman, by this contemptible quibble, he has shown himself capable of doing anything that may be prompted by his malice.

As another specimen of the mode of reasoning by the Commissioner, I may state here one of his *arguments!* to show that this memorial is invalid. In his letter of *March* 24, 1855, to the Secretary of the Interior, he says that as the law describes a memorial executed in "*general council of the nation,*" and that filed by me was executed by

the chiefs, in "*general council assembled,*" therefore the one exhibited by me is *not* the one referred to in the law! notwithstanding it was the only one before Congress when the law passed. This *is* quibbling, most certainly—a sort of official pettifogging. There is just about as much difference between the two as there is between "*Come out here, Mr. McCarty,*" and "*Mr. McCarty, come out here,*" and no more.

But he says that it is not shown that the *chiefs* had power to execute it, and this argument he derives from a letter to him by the superintendent, written *in this city*, March 23, 1855. Who else had power but the *chiefs?* When the government makes a treaty *here*, or anywhere else, it makes it with the *chiefs*. Does it require the exhibition of their power of attorney to show that they are authorized to act for their tribe? Does it ask the *young men* and *boys* (which *has been done in my case*, as will hereafter be seen) whether the chiefs shall make a treaty? The idea is ridiculous. The chiefs are the *domestic government* of the tribe, and so the United States have always considered them, and so this Commissioner considers them in all other business but mine.

But the *superintendent*, in his letter of March 23, 1855, goes a little further, and says that the council at which the memorial was executed was not conformable to the usages of the tribe; that it has always been customary to have the government officers present on such occasions. I never heard of any usage of this sort, and do not believe there is any amongst the Indians. But if there is, I was anxious for that myself, (*see McKeen's statement, Appendix* G,) and, therefore, left a duplicate of the memorial to be handed by the Indians to him, considering this, as I yet do, *equivalent to the execution of it in his presence*. Like a deed, it took effect from delivery. And so he must have supposed himself, or he would not have found it necessary to *mutilate* it as he did.

He says also that a majority of those who signed the memorial are not chiefs, &c. It is often difficult to tell who the chiefs are, I concede, and all the information I had at the time I derived from the Indians themselves, which was, that they were *all* present. And when I looked at the names of those whose approval of the amendment to the treaty of 1854 had been obtained by this same superintendent, through his agent, I saw that a majority of those who signed the treaty *were present*. And when I was told that there were a number who signed the original treaty and amendment who were not chiefs, and that several of the principal chiefs, (including the head chief and second chief,) had refused to sign the original treaty, and were then present, I had no doubt about it, nor have I now. Accompanying my letter of October 19, 1855, to the Secretary of the Treasury, there is a list of the chiefs as they stood in September last, after the diminution of the numbers spoken of by the superintendent, which list was furnished me by direction of the agent. And even by this, which contains *twenty-three*, it is shown that the memorial contains *fifteen chiefs*. But the fact is, that there are others who consider themselves chiefs, and who like to show their importance by asserting the title, and others as low down as third chiefs, who rarely ever act, and when

they do, always in subordination to the *chief of the band* to which they belong. Thus you will find names upon the original treaty of 1854, with these same Indians, that are not to the amendment, and *vice versa*.

Notwithstanding the endorsement of this memorial by Congress, it is perfectly apparent to my mind that the Commissioner had resolved, while the matter was before Congress, that *he would defeat the will of Congress* at all hazards. He was at the capitol when the amendment passed the Senate in my favor, or soon after; and when it went to the House, contrived his plans accordingly. He sent his chief clerk into the hall with a request to the distinguished and gentlemanly chairman of the Indian Committee, that he would move an amendment to the amendment of the Senate, in these words: "*Provided*, That the same be paid with the consent of the Menomonees." If the gentleman of whom this request was made had suspected that it was an attempt of the Commissioner to secure in his own hands the means of defeating the will of Congress, he is one of the last men who would have consented to such an act. Incapable himself of doing what he believes to be wrong, it is inconsistent with both his nature and character to approve it in others. But as the request to move it came directly from the Commissioner, to whom it was perfectly natural that he should look for information in relation to Indian affairs, he made the motion without hesitation. I was in the lobby of the House at the time, and when advised with by a friend, a member, as to what I thought of the amendment, replied that I was willing to submit to anything that Congress determined, and requested so to say if it became a matter of importance. The amendment was adopted by the House. Soon after I left the capitol, and have no personal knowledge whether it passed the Senate or not; but have understood, and, in all my correspondence, have admitted that it did.

The object of the Commissioner in having this amendment adopted will be seen, very easily, when the transactions that have occurred since then are understood. Although the Indians had already consented, in the authoritative form I have explained, that I should be paid, yet the Commissioner hoped and expected that the influence that he and his superintendent would, as government officers, exercise over them, would enable him to get them to withdraw their consent; or, in other words, to *repudiate*. He knew perfectly well that there are *white* men who are easily persuaded to pay a debt in this way, if it can be done, and he hoped to induce or force the Indians to do so. They look to the President as their *Great Father*, and consider him as speaking to them through the mouths of his officers. Hence, it would be natural enough for them to heed the advice of these officers, especially when it is shown them that it is their *interest* to do so. I have been informed that the present chief clerk of the Secretary of the Interior was sent amongst some western Indians, during the last year, to investigate their indebtedness to claimants, and that, in his report, he has expressed his official opinion as to the entire control that government officers have over the Indians, arising out of their dependence. I have never seen it, but understand that he is quite decided and emphatic in declaring that they may exercise their power to

almost any extent they please—for good or bad. And such must be the conclusion of all who reflect upon their condition. If, then, they are told by their *Great Father*, through his officers, that they must *not* pay a debt, it is not at all astonishing that they should refuse to pay it; in which case, the Indians are not so much to blame as those who advise them. The Commissioner knew all this, and desired the amendment for this purpose. This should be kept in view as a key to subsequent events, which, to be fully understood, must be related in their order.

A few days after Congress adjourned I called at the State Department and procured a certified copy of the section of the civil and diplomatic bill that provides for my payment. I then ascertained that the *proviso* moved in the House had been omitted by the enrolling clerk, and was no part of the bill when it was sent to the President for his approval. This embarrassed me, and I consulted with those in whose judgment I had more confidence than in my own, as to the effect of it, and found to agree with me that, in no aspect, under the Constitution, could the proviso be considered as a part of the *law*. I, accordingly, brought the matter before the Secretary of the Treasury, with a request that he would order the money to be paid. With his accustomed promptness he referred it to the First Comptroller for examination and report, and before him the circumstances occurred, which I have already related, in relation to the paper executed by Colonel Ewing. He made his report to the Secretary, setting out the necessary facts to show that the money should be paid, and the amount; and my understanding is, that the Secretary was about to execute the law, by ordering it to be paid, when the *President* requested him to suspend all further action. This action of the President was, I apprehend, induced by the interference of the Commissioner of Indian Affairs, who made a communication to him which he calls a "*protest*," I believe, wherein, on behalf of, and as *prochien ami* for the Indians, he *denies the power of Congress*, under the Constitution, to pass the law, and calls upon the President to protect the Indians *against Congress*, and not to execute but to *resist* the law; or, in other words, to *review* an act of Congress which *he* had, but a few days before, approved. He protests against *Congress* as well as against *me*, showing that he had no respect for either. The result was the submission, March 14, 1855, by the Secretary of the Treasury to the Attorney General, by direction of the President, certain questions for his decision, the principal one of which was, whether it was competent to consider the *proviso* as a part of the law, and require a compliance with it? I state this from memory, as I have no copy of the paper, but think I state it truly.

My several communications to the Attorney General are of the dates, respectively, March 29, (*Appendix* H) May 12, (*Appendix* I) and May 18, 1855, (*Appendix* J.) The first contains my views of the constitutional question, involving the power of the President; the second is an explanation of a paper of April 9, 1855, sent here by the Indians, or rather my want of connexion with it, and which cuts a figure in the Commissioner's communication; and the last is a letter in which I agreed, at the suggestion of the Attorney General, that a *special*

agent should be sent to the Indian country to ascertain whether or no the Indians were willing that the money should be paid, upon the condition that he should not be connected with the Indian office, and should be "instructed to see that *no improper influence is brought to bear upon the Indians, either by the officers of the Indian Department or myself*," &c. To these I beg to refer the committee. It will be seen that even in this request of protection against the Indian office, I expressly disavowed any purpose to "reflect upon the *personal integrity of the Commissioner or the superintendent*"—a lenity for which I have been repaid in but little else than Billingsgate abuse.

On the day of the reference to the Attorney General it was suggested to me by the Assistant Secretary of the Treasury, at the instance, I understood, of the Secretary, that it would be proper for me to file with the Attorney General, as the case had been sent to him, a *release of one half* of my claim against the Indians—that is, *one half* of the amount covered by the agreement of February 15, 1851. This I did immediately, in proper form, reciting that upon the payment of what was provided for by the law, *the remainder was released.* Still, the Commissioner knowing this, and having this release before him, persists in representing me as exacting the literal fulfilment of the agreement of February 15, 1851, as demanding the "pound of flesh." Could anything be more unfair?

To ascertain the will of the Indians, the President selected the *Hon. Samuel Clark*, late a member of the House of Representatives from Michigan, and a gentleman for whom I have the highest respect; and the Secretary of the Treasury issued his instructions to him June 26, 1855. These instructions were in the highest degree fair and impartial—all that I could have asked them to be. They especially directed that Mr. Clark should see "that no *improper means are used to bias or control their* [the Indians'] *determination.*" I was furnished with a copy of these instructions, and informed by the Secretary of the Treasury when the Indians would be assembled. The time was fixed at the payment of their annuity, which commenced September 7, 1855. I attended, and the character of the proceedings and result are fully shown by the papers before the committee.

The paper signed by the Indians and reported by Mr. Clark is a simple act of repudiation. For what I have deemed it my duty to say in reference to the unfair manner in which it was obtained, I beg leave to call the particular attention of the committee to my letter to the Secretary of the Treasury of October 19, 1855. The committee will then be able to see *some* of the impediments that have been thrown in the way of the execution of the act of Congress, by the Commissioner and those who act under his direction. They will then see why it was considered necessary to have the *proviso* attached to the law.

The first thing that will arrest attention is the fact, *conceded by the superintendent*, that on May 10, 1855, *he* induced these Indians to consent to the adoption of a rule, never, I venture to say, heard of *before* in an Indian tribe. It was to the effect that, *after that time* the *young men* (including *boys*) should have an *equal voice with the chiefs*, in all questions concerning the *payment of money*. Who *originated* this new and novel rule, that *breaks up and destroys the domestic government of*

the tribe, I do not know. I will not say that the Commissioner did it, because I have no information on the subject; but it appears to my mind as *exceedingly probable* that it had its origin *in this city*. It is so very like some *other* things. Observe first its object: that is to destroy the authority of the *chiefs*. Then see what the superintendent told these *young men*—that the money was *theirs*, and the *chiefs* had no *right* to give it to me. Observe again, its novelty—that is, that the same rule was never adopted in any *other* tribe. Then see how resolved the superintendent was to have all these *young men* vote, after exciting them against my claim. And does it not then appear to be the most natural conclusion in the world, that this rule was made expressly to *fit my case?* But again, observe its date—the 10th May, 1855. Then observe also, that in about three days from that time the superintendent could reach Milwaukie, his place of residence, and that in three days more a communication from him could reach this city, which would bring it up to the 17th May. Then observe, still further, that it was on the 18th May that the Attorney General advised me to consent to take the opinion of the Indians, as if the *proviso* were part of the law. And is not the conclusion then almost irresistible that *somebody about this city* had an agency in this business? I do not say who it was, for I do not know, and I declare sincerely that I do not believe that the Attorney General, or the Secretary of the Treasury, or the President, had the slightest intimation of it—there were others who might have urged it upon them "*after the triggers were set.*" I should violate my feelings of personal respect for those gentlemen, if I were to harbor such a thought for a moment, and have not done so. *They* never would have sent me there to deal with *young men* and *boys*, when the invariable practice of the government has been to transact business *only* with the *chiefs*. They were themselves deceived. And whoever deceived them, did not scruple to do it in order to *injure* me and defeat the will of Congress.

Another fact, in this connexion, is worthy of notice. There is a letter amongst the papers from the superintendent to the Commissioner, dated *March* 23, 1855, and written *in this city*. This shows that the superintendent was *here* a few days after my case was submitted to the Attorney General, and it is an inference which I cannot resist, that *then* it was arranged to *get ready* for the *proviso* by making this *new rule*. It was very well known that the Indians would pay me unless *something* was done to prevent it, and this was invented as the means to accomplish it—all of which was *concealed* from me. We shall presently see how it worked.

The committee will observe, by reference to my letter to the Secretary of the Treasury, October 19, 1855, that I there charge that the superintendent *improperly interfered to prevent the Indians from exercising their own will;* that he *violated the instructions of the Secretary of the Treasury;* that he stated *falsehoods to the Indians;* that he had *secret meetings* with the Indians, when it was expressly understood that *nobody* should talk to them; and that he resorted to *threats* and other means to alarm and intimidate them. I did not wait until I came here to charge him with unjust interference. I did it while in the Indian country, while we were all together, and where the proof was at

, so that if he denied the accusations *there*, I might confront him ce. This I did in my letter to Mr. Clark, of September 8, 1855, h accompanies my letter to the Secretary of the Treasury, of Oc- 19, 1855.—(Also *Appendix* K.) But notwithstanding this, he ot venture, *while I remained there*, to contradict a word that I here stated. This letter of mine accompanies Mr. Clark's re- as does also the reply to it by the superintendent, written Sep- er 17, 1855, *after he returned to his home in Milwaukie.* I have wed this reply in my letter to the Secretary, October 19, 1855, ıave there shown that he *admits all the material charges made ıst him in my letter to Mr. Clark.* He admits his interference the Indians, in violation of Mr. Clark's order, which was made *own request*, and which I studiously observed, and attempts to y it upon the ground that he is a *public officer!* He admits thing, indeed, that is necessary to show that the paper of the ıns repudiating the payment was *unfairly obtained*, and, for that n, is *invalid.* But if he had not made these admissions, the upon that point is overwhelming. The Commissioner objects e affidavits filed with my letter to the Secretary, because, he says, the men who made them are all *under my influence*, and therefore d not be credited. The same argument might be made against ıumber of witnesses in court; but would it avail with an impar- udge or jury? But suppose I concede that they are *not* worthy edit, (which I do not,) there is still *other* proof which fortunately s to my aid in corroboration of them. This is the letter of *les A. Grignon, esq.*, who was, at the time, the government inter- r. It is dated September 27, 1855, and addressed to the Com- oner, resigning his office of interpreter, and is published amongst ocuments accompanying the last annual report of the Commis- r.—(Also *Appendix* L.) He points out the particulars of the intendent's conduct, his falsehoods, and his secret manœuvering, ıays that he felt himself "*degraded*" by being compelled, as in- eter, "*to take part in this business;*" therefore, he resigned. , whatever may be said of the *ex parte* affidavits filed by me, here statement of a *government officer*, himself an unwilling party to nterference of the superintendent. He has the reputation of an st and honorable man, and he states facts that are of crushing ht.

ıe important and direct act of interference on the part of the intendent is that related in my letter of October 19, 1855, when revented the Indians from signing such a paper as *they desired*, ıs Mr. Clark had told them they could sign. At the council on the September, which was the *last*, and after the Indians had de- ated from the 7th, the head chiefs, speaking for the whole nation, unced the *result* of their conference in these words: "*We wish nd the matter to our Great Father, the President.*" WE HAVE LUDED *to leave it to the President to decide whatever he thinks is* ." Five other chiefs followed to the same effect—all speaking he tribe. They were "*unwilling to decide.*" They *would not re- he claim*, but said, in their own emphatic language: "*At Wash- m is the great council house of the United States, and our great*

father is there, and they know what is right, and we don't know what to do here; and we leave it all to our great father, the President." This was the declaration of the tribe, notwithstanding the extraordinary efforts of the superintendent, and it was made to Mr. Clark after deliberating *three days*—from Friday to Monday. It shows the strength of the principle of native honesty in the minds of these unlettered people, and I verily believe that if left to themselves, the Indians as a class, will observe their engagements as faithfully and as religiously as the whites. Here, they had been falsely told at the first council on the 7th, that *I had rendered them no service*, that *the government did not recognize me*—that *I was entitled to nothing*, and *that what they gave me would be a mere gift*, and had been told before that, that I was practicing a *fraud* upon them to get their money; and the intervening time between that and Monday had been spent in the exertions of the superintendent, as set forth by Mr. *Grignon* and others, and yet in despite of all this, when Monday came they *would not repudiate*. They, themselves, *knew* that what the superintendent told them was false. They dreaded his power as an officer, and were *afraid* to say that I should be paid, yet their native integrity forbade them from saying that I should *not* be paid. Therefore, being confused with these conflicting emotions, they decided after three days to *leave it to the President*. When this was announced, (I now quote from my letter to the Secretary of the Treasury, October 19, 1855,) "I immediately expressed to Mr. Clark my willingness to have a paper drawn up to this effect, but the *superintendent was unwilling to it*, (how strange that *he* would not trust the *President*, when I was willing to do so,) and Mr. Clark himself thought it would not be consistent with his duty under your (the Secretary's) instructions, that he must have either their direct assent or dissent to the payment. He doubtless felt embarrassed at the indecision of the Indians, and said to them, "*I understand that you have* COME TO THIS CONCLUSION, *that you cannot or will not decide this question, but that you wish to refer it to the President, your Great Father.*" This was assented to by the Indians. He then immediately presented them *two* papers, which he had previously shown me, one *for* and the other *against* the payment, and asked them whether they were willing to sign either. When these papers were explained by the interpreter, Mr. Clark said to them that *after* they had signed *either of the papers* as they pleased, they could THEN REFER IT TO THE PRESIDENT IF THEY WISHED."

Then it was that the paper reported by Mr. Clark was executed, under the circumstances related in my letter to the Secretary of October 19, 1855. It contains *several hundred* names—more, I venture to say, than is signed to any other paper in the possession of the government, emanating from an Indian tribe. It shows that the nation had been resolved into *universal confusion*—the power of the chiefs and consequently their authority, being entirely destroyed; the superintendent calls it getting "*nearer to the democratic form.*" The manner in which all these names became signed is important and was this: after the chiefs and a few others had signed, I stated to Mr. Clark that it was not necessary to get the other names, as I would concede that all the balance would sign it after the chiefs had done so. I was anx-

ious to have the other paper signed also, which Mr. Clark had promised them *as the condition of signing this*—I mean the one still *referring it to the President*—for that was what the Indians desired and had resolved to do, as they had distinctly announced. I saw this difficulty at once—that the *young men* had threatened the *chiefs* and had alarmed them, as is shown by the proof—so that, although anxious for the payment, they were yet willing to sign this paper, *provided* they could then leave the payment to the President, (which Mr. Clark had, in effect, told them they could do,) to relieve themselves from the responsibility. That is the simple truth about the matter, and it was due to me and to justice that I should have had the benefit of it. I was anxious after this repudiating paper had been thus obtained, that the whole arrangement should be carried out just as the Indians understood it and as it was. I was not afraid to trust the President, (though *his own officers were!*) believing then as I have since had the satisfaction of *knowing* that he would, upon learning all the facts, *set aside this repudiating paper as invalid*, because wrongfully obtained. Therefore, I did not desire to wait until all the Indians, old and young, could sign the paper and then disperse—for I saw, in a moment, that that was the game the superintendent was playing. He insisted upon having *all* sign, so as to delay the business as long as possible, with a view, as I plainly saw, to operate upon the Indians through those who are subject to *his* control, so as to induce them not to sign any other paper, and thus to prevent them from doing what Mr. Clark had promised them they should do. The result proved how well he succeeded. I quote again from my letter to the Secretary, October 19, 1855.

"After this paper was signed, and in order to carry out the suggestions of Mr. Clark to the Indians, I drew up a paper in these words: "*We agree that our great father, the President, shall pay Mr. Thompson what he thinks his services are worth, and ask him to decide for us.*" I did this not only because it was, in reality, the wish of the nation as fully expressed by the chiefs, but because they had signed the paper now before you (the Secretary) with the express understanding that they could do this *afterwards*. I wanted the whole matter, just as it was, to be fully and accurately shown."

"Mr. Clark acted fairly and faithfully to his promise to take such a paper if they would sign it, and caused it to be interpreted to them. At this moment, the *superintendent*, under high excitement, asked to see the paper, and Mr. Clark handed it to him. When he read it, he remarked, under *still greater excitement*, "*Mr. Clark's mission here is now at an end.* He has got the answer of the Indians, and I am now *captain* here, and *no other proceedings must be conducted here without my consent. I object to having any such paper signed, as the instructions of the Secretary have been complied with.*" Mr. Clark promptly and sternly rebuked this insolence, by telling him that he should conduct the council as he pleased, and again addressed the Indians on the subject. In the meantime the emissaries of the superintendent amongst the *young men*, aided by some other persons who spoke the language, were busily at work amongst the Indians, and they, still dreading the power of the superintendent and the threats of the young men, and being *afraid to disobey* the orders of the superintendent,

(as he had threatened not to pay them their annuity,) showed some hesitation, and Mr. Clark, with his patience, no doubt, a good deal worn out, adjourned the council, and the Indians dispersed."

Mr. Clark, as the committee will observe, simply reports the paper signed by the Indians, my letter of September 8, to him, and the superintendent's reply. I regret that he did not think it necessary to communicate all the facts, for, if he had done so, I should have been saved the necessity of this tedious detail. I have done all I could to obtain his statement, as will be seen hereafter. My desire has been to have my letter of October 19, 1855, to the Secretary of the Treasury, referred to Mr. Clark, that his opinion of the truth of the statements might be obtained, for which, it is but common justice to give me the benefit of the presumption, at least, that I *think* them true.

After the report of Mr. Clark, and after my letter of October 19 was written, the matter was laid before the President for his action. He examined it, and I had the satisfaction to find that he did not consider my right to the money, under the law, concluded by the paper reported by Mr. Clark; but then he had a difficulty in his mind which I appreciated, even though that paper were set aside, arising out of the fact that the *proviso* to the law had been acted on. He was willing to send it back to the Indians, but readily perceived and admitted that that course would not be just to me, as the Indians might be considered in the light of a packed jury. I did not desire to embarrass him, and, therefore, readily consented that, as the case then stood, the better course would be that he should report the case to Congress, with an expression of opinion by him that the paper repudiating the payment should *not* conclude me, and that, in his opinion, I should be paid. I wrote him on the 5th November last, indicating my acceptance of this proposition, and file herewith a copy of my letter.—(*Appendix* M.) But the chief object of this letter was to request the President (which I had previously understood would be readily granted) that a copy of my letter of October 19, 1855, might be sent officially to Mr. Clark, with a request that he would return his "opinion as to the correctness of such facts stated in it as come under his observation." I had a two-fold motive in this, I frankly concede. First, I was satisfied that he would corroborate my statement in its main features, at all events; and, second, I felt convinced, if his official statement could be procured showing the fact that the Indians desired to submit the matter to the President, and that that was the *answer they gave after three days' deliberation and at the last council*, that then, the repudiating paper being out of the way, the President, in the exercise of a sound discretion, might feel himself justified in ordering the money to be paid without the delay of reporting the case to Congress to see if they would adhere to the *proviso*. On the day of the date of this letter to the President, and with the impression that my letter to the Secretary would be sent to Mr. Clark, I left for home, and heard nothing more of the case, of an important nature, until my return here in February last, the President having very promptly and kindly consented not to report it to Congress in my absence. I then learned that my letter to the Secretary had *not* been sent to Mr. Clark. I did not feel disposed to complain of this, be-

cause I could readily see that such a matter would easily escape the mind of the President, absorbed, as it must then have been, with great public questions of the deepest interest to the whole country; but I regretted it, because I desired my statement to be supported, as I had no doubt it would be, by Mr. Clark.

I found that a different course had been pursued after I left here in November, and that instead of my letter to the Secretary having been sent to Mr. Clark, it was, by direction of the Secretary of the Interior, sent to the superintendent by the Commissioner. To this I did not, and could not object, because his conduct was implicated; but as there was likely to be an issue between us, I was the more disposed to regret that no steps had been taken to procure the statement of Mr. Clark. I find now that the dispatch in sending my letter to the superintendent, considering its length, was astonishingly expeditious, for the letter of the Commissioner, enclosing it to him, is dated the *next day* after I left the city. On the 24th November last, the superintendent forwarded his answer to it, and this, with accompanying papers, was, on December 22, 1855, transmitted by the Commissioner to the Secretary of the Interior. Of all this I do not complain. It was proper to send my letter to the superintendent, and it was proper to receive and place upon the records his reply. But I *have* cause of complaint, I think, just at this point of the business. It will be observed that in all my communications *since* the passage of the act of Congress, I have avoided assailing the *Commissioner*. The harshest expression that I have used anywhere is, that he had *prejudged* my case. In my letter of May 18, 1855, to the Attorney General, I expressly declared that "*I do not mean to reflect upon the personal integrity of the Commissioner or of the superintendent.*" I did not say anything in my letter to the Secretary of the Treasury that could lead the *Commissioner* to suppose that I was not sincere in this declaration. As the matter had been transferred by Congress to the *Secretary of the Treasury*, I let him alone. All the controversy, therefore, that had taken place since the law passed, up to the time I refer to, was between the *superintendent* and me. Now, what I think I have a right to complain of is this: that instead of sending the superintendent's reply to my letter to the Secretary or President, and leaving the controversy between *him* and *me* to be settled without his interference, the Commissioner has seized upon the opportunity, when communicating that reply, to write his long and defamatory letter of December 22, for the sole purpose of gratifying his personal hostility to me, as I am constrained to believe. He had then no legal jurisdiction over the case. Congress, by the law, had expressly removed it from him and confided it to the *Secretary of the Treasury*. He alone had jurisdiction to act in the matter, under the general supervisory authority of the President. Even the President, under this authority, could not confer jurisdiction upon the Commissioner, for jurisdiction is acquired only *by law*. All that the Commissioner could, legally, have to do with it, was confined to the simple act of sending my letter to the superintendent, as the Secretary of the Interior had instructed him, merely for the purpose of getting the superintendent's reply. For no *other* purpose could the case go before him. But he has *assumed* to himself jurisdiction far beyond this by ex-

ercising the prerogative of going *behind an act of Congress* and *behind the treaty of* 1854, (which he made *himself*,) and of *reviewing the whole matter from the beginning*, that he may *teach* Congress, and the President, and the Secretary of the Treasury what is, respectively, their duty. By what just authority, I may well ask, does *he* act, in commenting upon the report of Mr. Clark, especially, and upon the facts that transpired last September? They pertain to no business before *his office*. Mr. Clark was sent out by the President, who acquired jurisdiction over the case by virtue of his general constitutional power. Apart from him nobody had anything to do with the execution of the law but the Secretary of the Treasury. He has, therefore, acted *extra officially* in the preparation of this paper, and the paper is *extra official* entirely. Feeling, himself, that it was so, he has attempted an apology for it, by saying that I reflected upon him in "communications to the Attorney General." I have examined my letters to the Attorney General and find nothing of the sort; I have already given a quotation from the *last* of them, which is directly the reverse. Then he says I wrote to the Indians, March 7, that he "*hated*" me because I was their friend. Well, does he not *hate* me? Who can say otherwise, after reading what he has said? I should exceedingly dislike to feel towards any human being as he does towards me. But, then, how does all this confer upon him the right of *official* action? Suppose I were to write of him in a memorial to Congress that he has stated a *falsehood*, would that give him the right, under the law organizing his office and defining his duties, to prepare a document and put it upon the *records of his office* that I had *stolen a horse?* Those records are *public records*, and he has no right to soil them with malignant falsehoods, uttered only to gratify his *personal* hatred and his bad passions. He thinks he has and has, acted upon this principle; yet the law from which only he can derive jurisdiction gives him none such. And having acted without legal jurisdiction, this long and most slanderous letter of his must be condemned by all impartial minds. It is impertinent—using the term in its common as well as legal sense—and deserves only to be treated as such. But his object in preparing it will presently be developed, to say nothing of putting upon the records of the *Indian office*, where he knows my reply cannot go.

I do not know when this paper left the Indian office, but I do know that efforts were made soon after its preparation to give it *notoriety in the country*, with a view to my personal injury. This was done while I was at home, having no knowledge or suspicion of what was going on, and resting with confident security in the belief that Mr. Clark would be consulted in my absence, and that, in the meantime, there would be no further *official* action. In the *St. Louis Republican* of January 28, 1856, there is a published letter *from this city*, dated January 23, wherein it is announced that a distinguished senator, not now in this city, would make a call by resolution "for the papers in the claim of RICHARD THOMPSON, &c. *A rich exposure is promised.*" This was handed me by a friend some time after its publication, and gave me the *first* information I had of what was going on here. How did this writer know that a "rich exposure" was to be made, when

r of the Commissioner had *not yet seen the light*, and when I, .e afterwards, *could not find it?* He must have been very to say the least of it, with the *secrets* of the Indian office. ıed this city on the 23d of February last, and was informed the first time, of the probable contents of this communica- he Commissioner. In a few days I made efforts to procure ›f it, that I might examine and reply to it. I called on ident, but it was not in his possession. I called at the Department, but could not find it there. I then called)epartment of the Interior, but it was not there. The referred me to one of his clerks, who could find no notice ɔn the register of the office. Still, I could hear of its . This search kept me here several days longer than I ;ned remaining, and from the first week of my most impor- t. I suppose I could have found the original at the Indian t I have not been *there* for more than two years. Finally, ›th of March, as I could remain no longer, I addressed a the Secretary of the Interior, requesting that he would ne to be furnished with a copy of it," that I might defend against any imputations and calumnies" it contained; of ter I file herewith a copy.—(*Appendix* N.) My surprise, then, 'ell imagined, when, upon reaching home, almost amongst ɔroceedings of Congress that attracted my attention was the ı of the Senate—introduced *the day after my letter to the Sec-* :alling for *all* the papers in *all* the departments to be reported ɜnate. I have no sort of objection to the resolution, and the most sincere respect for the gentleman who introduced ıow that he is entirely incapable of harboring the slightest o me or any other man injustice; and I say this because I ıd not by way of mere compliment. I am perfectly confident lid not know the precise condition of the case, or he would introduced the resolution *at that time*. And I cannot help ɜ that he must have introduced it at the suggestion of *some-* who took advantage of the known kindness of his nature to papers sent to the Senate and *printed, at the public expense, ɔuld reply to the Commissioner's slanders*, and then leave me to ny reply *at my own expense*. He could not have known that deavored to procure a sight of it and had called for a copy *day before*, but *that somebody else* may have known it. Who anybody, I do not know. At all events, the call found me in professional business which I could not leave, and without ıs of knowing how I was assailed. Afterwards, the Acting ioner, on the 22d of last month, (about two weeks after the call e,) forwarded me a copy, which I now have.—(*Appendix* O.) :hed me on the 27th, and as soon as it was possible for me to ɜrwards, I left home for this city, leaving two weeks of the ın important court unexpired. I state these facts to show strous it is to me, in a pecuniary point of view, to carry on ontroversy with competitors who are *paid out of the public* and who print their abuse of me *at the public expense*. Can ısible that the *government* would promote its welfare and add

to its honor and dignity by stripping me of all I have. If so, and it will not lend itself to unjust and undeserved assaults upon my integrity, I am willing to make the sacrifice.

But before I left here in March, I addressed a letter to the President, in which I referred to the difficulties I had encountered in my search after the Commissioner's letter, and to the fact that I had been disappointed in finding that my letter of October 19, 1855, to the Secretary of the Treasury, had not been sent to Mr. Clark. I requested also that the business might remain in the condition it then was, until I could return.—(*Appendix* P.) Then, in order to procure still the opinion of Mr. Clark, I also addressed a letter to the Secretary of the Treasury, requesting that *he* would send my letter to him to Mr. Clark, to ascertain whether or no it contained "a true statement of facts."—(*Appendix* Q.) But see the embarrassments under which I have labored in my efforts to get at a fair understanding of the case. The Secretary of the Treasury, in a letter of March 10, 1856, informed me that he "must decline" acceding to my request, to call upon Mr. Clark, for "the reason that the case is *no longer before this department*; nor, indeed, since the adoption of the late resolution of the Senate, *before any of the executive departments.*"—(*Appendix* R.) This letter having been sent to my hotel here, where it was retained, did not reach me until my return here recently; consequently, while at home, I still had strong hope that I should at last get the benefit of Mr. Clark's statement. Although the reason assigned by the Secretary for not complying with my wishes did not occur to my mind, yet I think he was right in considering himself as bound, by the respect due to the Senate, to suspend further action, on his part, for the present. And if it be true—which I do not assert, but *believe*—that the gentleman who introduced the resolution into the Senate did it at the suggestion of some other person than himself, it is a reasonable conclusion that *that other person* may have designed the resolution to have just that effect. I have already shown the motive that would prompt the Commissioner to do so, yet if he did not, I shall regret to have suspected him. The superintendent also had a like motive, in preventing, if possible, any official statement from Mr. Clark. I understand that *he* was in this city at or about the time, and, possibly, may have had some hand in it. If he did not, I shall also regret to have suspected him. I have no facts to state about the matter. I have frankly expressed my suspicions. If they turn out to be wrong, I shall be ready to make also necessary atonement for the expression of them; for I will not, if I know it, do injustice even to *these men*.

But notwithstanding the reasons assigned by the Secretary of the Treasury did not occur to my mind before I received his letter of March 10, yet, while at home, I could not avoid the *impression* that it would be best to address Mr. Clark myself. I did so, on the 27th March, requesting him, in view of the possibility that my letter to the Secretary might not have been sent him, to write me here, in answer to the interrogatories I propounded. I now file a copy of this letter.—(*Appendix* S.) I have received his answer since he reached here, in which he very properly suggests that, in consideration of his position, he would "prefer to wait for the communication from the Secretary of the Treasury, before answering said questions." But he says also, "my

ecollection of what took place at the council in many respects corresponds ith your own." A copy of his letter is also filed.—(*Appendix* T.) wrote him again on the 18th instant from this city, informing him at the Secretary had declined to address him, and renewing my quest that he furnish me his statement. To this letter I have yet ceived no reply. I file a copy of it.—(*Appendix* U.)

But it is my duty to go a little further back and notice other mat-rs involved in the case, from which it will be seen that all the aterial matters charged by me are sufficiently proven without the atement of Mr. Clarke. The letter of Charles A. Grignon, esq., signing the office of interpreter, is a plain and truthful statement of cts. He felt "degraded" by his position under such a man as the perintendent, and like an honest man he said so; and I think I shall ow presently that by all the rules of evidence his statement must held to be true. Now, how did the *Commissioner* treat him when received this letter? He knew nothing about the truth of what it ntained, for in his reply (*Appendix* V) he admits that he does not. et he could not let the opportunity escape without striking him a ow, which he did by telling him that his "*communication furnishes undant evidence that you are not a suitable person for the office of terpreter for those Indians,*" &c. Now, this "abundant evidence" unfitness is derived from the "communication" itself; that is ex-essly avowed. What is it? Not the statement of a *falsehood*, for at he knew nothing about. What then? Why, it is because he ired to tell *official secrets*—because he had the manliness to *tell the uth*. Such a man as *that* is not "*a suitable person for the office of terpreter for those Indians!*" This is a bold and most unblushing rowal; but observe the reason, necessarily inferred from this letter, hy he is not suitable. "*Those Indians*" have to be *managed*—they ave to be set *against me* by the officers of the Indian Bureau, and *pt so*, and *no tales are to be told* of the manner of doing it. There-re, any man who is honest enough to *let the cat out of the bag*, is not *a suitable person for the office of interpreter for those Indians.*" The an who takes that office must forget that he is a man. He must ecome a mere machine—to do what he is told to do, say what he is old to say, and *keep his lips hermetically sealed.* Mr. Grignon is not hat kind of man, and consequently, in the opinion of the Commis-ioner, is not "*a suitable person!*"

The *superintendent*, in his letter to the Commissioner, October 13, 855, raises several questions of veracity with Mr. Grignon, in reply-ng to his letter of resignation. To get at the truth, we must first nquire into the position and character of the two men, and the motives perating upon them. Up to the time Grignon wrote his letter, they were both *government officers*, and had the confidence, it is fair to pre-ume, of those who conducted Indian affairs—so that, in that respect, hey were alike. Grignon, as the superintendent states in his letter, "holds the office of *county treasurer* of Ontagamie county" in Wis-consin. This is an importont office, never given to any but trustwor-thy men, or those who are at least thought so, and it is a just conclu-sion that *at home* the people consider him an honest man. Such may be the case, for all I know, with the superintendent; but having, in

his connexion with my business, *deliberately suppressed* a material portion of an important paper, to say nothing now of other things, it would certainly not be doing Mr. Grignon justice to place this man, upon the score of veracity, upon an equal footing with him. Then, the *motive*. The superintendent admits that Grignon, up to the time we were in the Indian country last September, was "*bitterly opposed*" to my claim. Grignon, himself, says: "I have nothing to do at all with Mr. Thompson's getting his pay for his services." And he assigns a reason for the course he deemed it his duty, as an honest man, to take; yet does not say that he has changed his former opinion. He may still be opposed to my being paid, for all I know; and yet feel himself obliged to tell the truth. That's the way *honest* men feel on all subjects; though by pursuing it they may not be considered "suitable persons to act as interpreters" for an Indian tribe. Yet, if any man, whoever he may be, high or low, in place or out of place, shall think himself bound to tell any truth in *my* favor, he brings down upon him, from that moment, the curses and maledictions and hatred of this Commissioner and superintendent. Mr. Grignon says: "I think it is *wrong* that the government officers should interfere with the Indians, so as to *force them, even against their will*, to refuse to pay him," [me.] And is it not so? Who will defend it? It was this interference that disgusted him, and his own conscience dictated to him the necessity of relieving himself from all share of responsibility in such conduct. But the superintendent assails him by saying that he did not trust him because he knew he would tell me everything, as we were boarding at the same house. The latter fact was accidental, as we had *no other* house to board at, and he might, with equal justice, apply it to the *agent*, if the fact amounted to any thing, for *he* boarded there also. But then he contradicts himself—for he had just said that Grignon, up to that time, was "bitterly opposed" to me. And, as he had not *then* shown any indications of change, and did not until *afterwards*, when he wrote his letter of resignation, it follows that the superintendent *did not* know, at that time, that he would tell me anything. This accusation is an after thought, manufactured for the occasion, and is very common amongst men who are detected in mean things, against those who detected them. Grignon's statement was important and could not, in any of its material points, be disproved, and, therefore, it was considered necessary to *break him down*. This game may be successfully played sometimes, but not in this instance. The arm is not strong enough to send the arrow to a height sufficient to reach the object it is aimed at.

He says that *Grignon's father* has a claim against these Indians, and that this was sufficient to bring him over to my side; the same argument would apply to any man who testifies in behalf of a father. These claims are eternally haunting the Commissioner and superintendent, and furnish them the basis for nearly all they say. But then, in this instance, they do not serve their purpose so well as they may suppose. This claim of Grignon's father is an old claim, of long standing, as I understand it—having been known, of course, to his son *ever since I had* anything to do with these Indians. Now, the Com-

nissioner and superintendent have both charged me, more than a year ago, with being concerned in prosecuting these claims. If this charge were true, Grignon must have known this too, for if I had been acting for his father, his father would probably have told him. Then, if *that* was an inducement for him to favor me, how happens it that he has been all along so "bitterly opposed" to me? If his support of my claim were necessary to the payment of his father's, and that was his object, why did he not advocate my claim *sooner?* Has not the superintendent sagacity enough to see that one or the other of these statements must be false? But I wonder that it has never occurred to the Commissioner and superintendent, that the interest of these claimants was really *adversary to mine.* The more money there is paid to me, the less there will be left to pay them with, and they understand that perfectly well. And if it is their business to cheat Indians, as these officers charge, is it at all likely that they would be willing to see me take from the Indians that which they would otherwise get?

These most trivial accusations constitute the *only* grounds of the superintendent's attack upon the *integrity* of Mr. Grignon. Are they sufficient in any view, but more especially in view of the motive for assailing him, to destroy confidence in what he has said? I think not. Look, then, at his statement, and it will be seen that it exposes a system of official oppression, if not of corruption, perfectly unparalleled —but which has so recommended the superintendent to the Commissioner, that he has given him *greater* official power than he then had!

The superintendent saw the difficulty of replying to Grignon's letter, as is always the case with those who are caught at a disgraceful act; consequently his denial of specific points is very weak. He denies having threatened the Indians with the loss of their annuities. Well, if the benefit of this denial be given him, it is of no consequence, for the fact is not important, as he admits that he explained to them "how much of their annuities it would take to pay" me. He did that, I have no doubt, and impressed them with the belief, as everybody understood there, that it would take a part of their *present* annuities, when the fact is, and he knew it, that the law pays me out of the treasury, and does not propose to touch the annuities for *ten* years to come.

He equivocates about the charge of violating Mr. Clark's order for *nobody* to speak to the Indians after the first council, and while he tries to deny it, yet contradicts himself, by claiming the *right* to do it, without permission from me "*or anybody else.*" That is just what I have charged on him, and his admission is full, that he claimed the *right* to violate not only the order, but the instructions of the Secretary of the Treasury, and did so.

But I desire it to be observed particularly, that what I consider the most important fact charged in Grignon's letter is *not denied* by him—not even referred to. It is this: Grignon says, speaking of the new rule to let the *young men* vote, "*I believe that this was done* FOR NO OTHER PURPOSE *than to induce the rejection of Mr. Thompson's claim, by getting the young men to believe that he was to be paid out of their money, and that the chiefs had no power to pay their money.*" I repeat, that I consider this a most *important fact,* for if it be true, it will show to

Congress and the country a systematized plan of official corruption which would disgrace any country, if sanctioned, and which will, in the estimation of all honorable men, disgrace all who had a hand in it. Congress legislated with a view to the action of the proper authorities of the nation, as the government has *never* recognized any other power in the tribes. The *proviso* even contemplated only the consent of these same authorities—the chiefs. The President, the Secretary of the Treasury, and the Attorney General, all did the same. But here is a plan, secretly and deliberately contrived, to change the mode of proceeding, almost as soon as Congress adjourns, so as to defeat the execution of a plainly written law. In other words, it resolves the *Indians* into a sort of general congress, to repeal the law of the Congress here. That is precisely what the *Commissioner* claims, for he says that the action of the Indians is equivalent to a *repeal* of the act of last session! This is carrying the doctrine of the "*higher law*" a little further than I have ever known it carried. What an extent of legal learning he possesses! But it shows that he has about as little respect for Congress as he has for anybody who dares to come "between the wind and his nobility."

What, then, is the inference to be drawn from the fact that this important charge is not referred to? Is it not fair to infer that the charge is true? Such is the rule of evidence. It is a direct and specific accusation against him, and he admits it—therefore, it is true. And being true, settles the character of this whole transaction, and shows that these men who are so profuse in their abuse of others are like those who cry "*stop thief*," that they may prevent their own detection. The fact is, that our knowledge of human nature furnishes the best rule by which to judge of this class of men. I have never, in my life, known a man who was invariably finding fault with others, and was always ready to assail the motives of others, and was eternally boasting, like the Pharisee, of himself, and of his integrity, and of what he had done, and how much better he was than other men, who could be safely trusted in any thing. Such men have not, in their souls, any of those generous emotions that belong to the *true* man. The *Psalmist* understood them perfectly, when he said, that they "whet their tongues like a sword, and bend their bows to shoot their arrows, even *bitter words*, that they may shoot in secret at the perfect." And, with the unerring foresight of prophecy, he foretold the fate that invariably befalls them, sooner or later, when he said—"but God shall shoot at *them* with an arrow, suddenly shall they be wounded, so that they shall make their *own tongue to fall upon themselves*." There is a more homely and familiar way of expressing the same idea—"*give them rope enough and they'll hang themselves*."

But although the superintendent does not reply to Grignon's charge about the *motive* of this new rule, yet he directly *admits* another important fact connected with it. He says, speaking of the adoption of the rule in May, "*I suggested* to them to sign a paper expressly acknowledging that the *young men have a voice*," &c. Here he avows that *he* "suggested" this rule. Now, the *motive* being, as Grignon says, "*for no other purpose than to induce the rejection of*" my claim, by exciting the young men against the chiefs, the infamy of the trans-

action is fixed fully upon him. Then, when this avowal of his and the base motive which prompted him are considered, in connexion with his deliberate and corrupt suppression of a material part of the memorial of October 4, 1854, need any thing more be said about *his* integrity? That he is unworthy of credit, in anything he may say about *my* business is too palpable to be further argued. *He* talk about corruption and bribery, and my emissaries running through the Indian country! I think I can survive the abuse of *such* a man, but it is proper for me to say, on account of others whom he here assails, that there is not one amongst them who is not, in my opinion, far more honest than he is. If I were mean enough to bribe anybody, and had gone there for the purpose of doing so, I should have selected *him* as more likely to engage in such a thing than anybody I knew there. Any man who will mutilate an important business paper, for a false and fraudulent purpose, can be bribed; I have no doubt of that. It is due to these persons whom he calls my emissaries that I should repel his false accusations against them, by declaring what he has said, as I now do, absolutely and unqualifiedly false; as I also do what he has insinuated about its being understood that I had agreed to give *Lamotte* $1,000. I never agreed to give him a *cent*, as I solemnly and religiously declare. This whole story. and the miserable and low insinuations which are employed to sustain it, are the offspring of a contemptible malice as ever filled the mind. The preservation of it in the archives of the government will remain as a foul blot upon its records.

But the superintendent shows the effect of this new rule upon the business of the tribe, and we are bound, from all the facts, to infer that this was the precise effect designed by him when he "suggested" it. It is what he calls getting "*nearer to the democratic form*" of government. In his letter in reply to Mr. Grignon, he says, "the *young men threatened the chiefs*," and forced them to sign a paper repudiating one they had signed on the 8th of April, which was a request made *since* the law passed, that the money be paid, but of which I had no knowledge, as I have explained in my letter of May 12, 1855, to the Attorney General. And he further says, that "*the life of Chief Lamotte was in danger*," because he was in favor of paying me; the foolish story about my having bribed him having been invented as a sort of apology for the threat. These admissions sustain one of the main facts set out in the affidavits accompanying my letter to the Secretary of October 19, 1855, which is that the *chiefs* were forced by the *young men* to repudiate the payment to me, and that without that interference they would not have done so. Those threats and the influence of the officers accomplished it, as far as it was accomplished; but even then there was great difficulty in doing it, so strong was the principle of native integrity in the minds of the chiefs. It took *three days* to bring about what was done, and it was even done then only with the express understanding that they should still sign *another paper requesting the President to decide for them*. The fact of the *young men* having been employed to alarm the chiefs by threats, is one of the material charges in the affidavits filed by me. Then *why assail the* witnesses when the fact is here admitted

by the accused party? The particular fact admitted occurred before the councils in September, but it is an irresistible conclusion that the same means were employed then.

I have said in my letter of May 12, to the Attorney General, that I knew nothing of the paper executed by a portion of the chiefs, on April 9, 1855. It came here addressed to me, with a letter from the Indians, in my absence, and was placed on file by a friend here who I had informed the Attorney General was authorized to act for me in my absence. On the 7th of March last I wrote to the Indians, enclosing them a copy of the act of Congress, and telling them that I had agreed to take *one half* of what they had promised me, And I requested them not "to sign any more papers about it," unless I was there, as I apprehended from the hostility of the Commissioner and superintendent that they would make an attempt to procure from them a remonstrance against the payment. But the Indians, although I had thus written them, chose to prepare the paper of April 9, 1855, which is signed by ten chiefs, including the head chief. It is not addressed to any body, but expresses their gratitude to Congress and the President for extending the benefits of the bounty-land law to them, (which I had also sent them, and proposed to get their warrants for them *without charge.*) It also thanks Congress and the President for passing a law to pay me, and expresses a hope that it will be done pursuant to the law, &c. This paper was sent to me here, and placed on file, as I have stated.

On the 17th April another paper was obtained revoking this, which was signed by six of the principal chiefs who had signed this, and seventeen others who had not signed it. The superintendent takes care to say that *he* was not there when it was signed, but fails to say who was there to represent him. The paper is signed by some man who calls himself a "*special agent for the Indian Department* to the Menomonee Indians." What was he "special agent" for? Who appointed him? By what authority and under what law was he appointed? The paper sent to me is dated the 8th, and this is dated the 17th, so that the Commissioner could not have had anything to do with his appointment, nor the President, as they could have had no notice. He must, therefore, have been appointed by the *superintendent* at Milwaukie, but from whence he derives authority to appoint a "*special agent for the Indian Department*" I am at a loss to know. If I were curious upon such subjects I might enquire how this "special agent" was paid; and if out of the public money, by what law? But that is an enquiry foreign to my purpose. He *was* paid, doubtless, and did the work he was sent to do to the entire satisfaction of his employers. And we shall now see what the work was. The paper itself is simply a revocation of that of the 8th April, stating that they did not understand its contents. Upon this point I beg to refer the committee to the affidavit of Elias Murray, accompanying my letter of October 19, 1855, to the Secretary of the Treasury—as I do to refer them to *anybody* from Indiana for an endorsement of the integrity of Major Murray.—(*Appendix* W.) But *how* was this paper obtained? When we see that, we shall see how it was that it was so worded as to express anything designed by this "special agent," acting, of course, under

nstructions. When it came here and was filed before the Attorney General it was accompanied by a letter from the *superintendent*, dated Milwaukie, April 24, 1855, in which it was said that this paper "is a *voluntary expression*" of the views of the chiefs. Let us see how true this is. At that time this superintendent thought he had things *all his own way*, and that he could say and do pretty much what he pleased without fear of detection. But afterwards, when driven a little closer to the wall, and when he had gone so far as to *disgust* Mr. Grignon, his interpreter, he found himself compelled to make an explanation. These things will come out, sooner or later. In his reply to Grignon's letter of resignation he is forced to admit that this paper was *not* a "*voluntary*" act, but that his statement to that effect is untrue. There he says, expressly, that it was obtained because the *young* men "*became excited and threatened the chiefs.*" And *that* was just what this "*special agent* of the Indian Department" was sent there for, and *paid* for, too, I presume. It was, therefore, obtained by duress and by fraud, and is, in the eyes of the law and of morality, absolutely void.

Observe that this was the *first* time that this *threatening* of chiefs had ever been heard of in that tribe, and this was on the 17th April, 1855. It was an *experiment*, doubtless, to see how the thing would work, and, therefore, a "special agent" was employed to try it, so that the superintendent could say, if it should fail, that he was not there. But, rejoiced at his success, so soon as he heard of it the superintendent hurried there himself, and, on the 10th May, 1855, (less than a month,) "suggested" the new rule of conducting business, by which the *young men* were to have this influence secured to them, so that they could be used against *me* whenever needed. He then felt confident of his success over me, and in his power to *defeat the will of Congress*, as he was sure he could keep the *young men* "*excited*" and the chiefs alarmed by their threats. Consequently, when he saw Mr. Wright, only a short while afterwards, (in June,) at Milwaukie, feeling rejoiced at having secured these new auxiliaries, he boastingly told him that I could not get my money "*so long as he was superintendent.*"—(For Mr. Wright's affidavit see *Appendix.*) Just think of an inferior officer contriving such a plan and making such a boast to defeat the execution of a law! Was there ever before so deliberate an attempt to bid defiance to law, or such infamous means resorted to for the purpose? And yet this man's power, instead of being taken away, has been *extended*, and that at a time, too, when the greatest question of the age is before the country—whether a law, passed pursuant to the forms of the Constitution, *must* not be executed, even with the bayonet if required?

I come, now, to notice the reply of the superintendent to my letter of October 19, 1855, to the Secretary of the Treasury, regretting the necessity that compels me to make this communication so long. But I shall, I hope, be pardoned for this when it is recollected that I am replying to nearly *two hundred and fifty* pages of libellous matter, and that a slander may be uttered in a single line that it will require several pages to explain.

The superintendent *has ventured* to intimate, though he does not

exactly say so, that I have not properly reported his speech to the Indians on the 7th September. I stated that I handed the paper containing my report to him, in the *presence of Mr. Clark*, and that he corrected and handed it back to me. If this is not true Mr. Clark will know it; and I re-affirm it. But he says that I contradict myself when I say that he and I differ about what he did say. The opposite inference is the just one, for I stated both my own report and his correction, that both statements might go together for what they were worth. But my arguments were predicated upon *his* statement, giving him the benefit of it.

He tries to apologize for the interference of the young men, by pretending that it has always been customary for *them* to be consulted about the business of the tribe. I do not believe it, and never heard of it before. If it has been, wherefore the necessity of having a paper signed to that effect on the 10th May? The records of the government prove the reverse—their treaties prove it, and I venture to say that, although the money is paid *per capita*, the receipts for it are signed by the *chiefs* alone. The fact is, that except in the single act of *per capita* payments, the government has never dealt with any other authority of an Indian tribe than its chiefs, and there are several senators who know this perfectly well. The superintendent introduces his favorite, *Corron*, to prove this, by quoting what he said. I have shown that he did not state the truth when he said that they had agreed, when first here, to give me *one half*, and this throws suspicion upon what he may say about other things. He is a sort of loquacious nuisance—just such an instrument as the superintendent can use; and it is because he is eternally grumbling about something, that I would not hold the council of the 4th October, 1854, without him. It is easy to see how he has been moulded to the will of the superintendent, and to see at the same time what is the cause of the particular spite at *Lamotte*, who is far the most intelligent chief of the tribe. Grignon explains it. These chiefs are both *Catholics;* so I believe is Grignon. Now, he says, that the superintendent "went so far as to procure a meeting of the *Catholic* chiefs *at the house of the priest* after service on Sunday, so as to bring *his* influence to bear upon them *against* Mr. Thompson. And again, Sunday night he had the *priest* and some of the *Catholic* chiefs *at his room.*" Here is the whole secret plainly told. It produced its effect upon *Corron*, and the *priest* moulded him to suit the purposes of the superintendent, but *Lamotte* refused to be led by these influences, and therefore, the miserable pretext that bribed him! It will be observed that the superintendent has but faintly denied, if at all, what Mr. Grignon here says about his employing the aid of the *priest*. He actually asserts his *right* to do it, and at another place says, that "it was for *me* (him) only to judge *when* and *where* I should speak to the Indians or transact my business;" notwithstanding he had himself requested Mr. Clark to order that *nobody* should speak to them. That may be true as to *his business*, which was the regular business between the United States and the Indians, but it was not so as to *my* business, as Congress had removed it from the Indian Bureau and confided it to the *Treasury* Department. He pretends to justify this conduct by talking about my

emissaries offering bribes, &c., to all of which I have fully replied by a flat denial of any knowledge of it, and it is not likely that it could have occurred without my knowledge.—(See my letter to the Secretary of the Treasury, October 19, 1855.) He sees the force of what I said in that letter about his not informing Mr. Clark of these things, as I did of *my* complaints against *him* while we were all together, and where the proof, if what he states is true was at hand. And, therefore, he offers the lame apology of saying that he could derive no additional power to put a stop to them from Mr. Clark to that given him by the intercourse law. This is no reply—it is a senseless evasion. Mr. Clark needed no other power than *he* already had to detect these frauds if they existed; his special authority gave *him* full power, without reference to the intercourse law. If the superintendent doubted *his own* power under that law to detect them, why did he not inform Mr. Clark? The fact that they were made known and investigated on the spot, shows that they have been *manufactured since* for the special purpose for which they are now used.

He says that if he had not doubted whether the intercourse law was in force there, he would "*probably*" have had *me* and all *my emmissaries arrested!* I have heard of this threat before. It has been more than once used to intimidate me, with the hope, doubtless, that I would be *afraid* to tell the Indians of the imposition of *government officers* upon them, for fear of being *arrested.* It has not had the desired effect, and I have been half inclined to wish the threat had been put in execution, that I might have seen how far the doctrine of *scandalum magnatum* prevailed in this country, or the old doctrines of the *sedition law* would be revived. There are some things, I concede, that may be done with impunity, but I do not suppose that the time has yet arrived when the conduct of public officers, in this country, shall go unchallenged, by the citizen whose rights or person they may assail. And it would have presented a curious question to be tried in the courts whether this superintendent, who can yet but scarcely speak our language, possessed such immaculate qualities as an officer, as to shield him against censure when, in violation of positive instructions, he was assailing my rights. He might have learned by his experiment that *he* is not yet *the government.*

He denies any improper motive in presenting one of the chiefs with a suit of clothes, and I give him the full benefit of his denial. It is proper that he should have it, and he has, I think, sufficiently explained it. I concede this with pleasure.

He denies all knowledge of the fact that the consent of the Indians to the amendments to the treaty of 1854 was obtained by the agent, John V. Suydam, esq., by the threat that if they did not give it they would be removed west of the Mississippi. I have no knowledge of what the precise fact was, of course, and it is not of such importance to me that I should hunt after difficulties about it. Suydam admits, in his letter to me, (an extract from which is published in my letter of October 19, 1855, to the Secretary of the Treasury,) that he told them "that their *only alternative* was to sign the treaty or *go beyond the Mississippi.*" By that means, chiefly, he procured their assent, and he was a government officer, acting under instructions from the

Commissioner and superintendent. Whether his instructions went that far or not, I do not care to inquire, as *his act* is sufficient to show *how* the treaty was made; that is, that it was made by the very means that he now falsely accuses me of having employed. "Those who live in glass houses should never throw stones." While at this point it may be of more importance to the public than to me, that I should make a single suggestion about the *expense* of making this treaty of 1854, to show how careful these men are of the public money. Now, the superintendent who made the treaty lives at Milwaukie, and the whole of his personal expenses in going to the Falls of Wolfe and back, could not possibly have reached $100. Yet when he got back home, he modestly requested the Commissioner, May 20, 1854, to send him $950, "to reimburse me [him] for moneys *so far* expended." I have no conception, but I have some *suspicion*, what all this was for. A thorough examination might produce some rich developments. But I shall not concern myself further about it.

What he says about the affidavit of George F. Wright, esq., is in the nature of a plea of confession and avoidance. But while I have the right to hold him to the confession, the avoidance does not avail him, because he says that the remark only had reference to the consent of the Indians. Of course it could have reference to nothing else, because that was all that he would be likely to have anything to do with, and is the very thing that he did have to do with. He told Mr. Wright, as he swears, that my "*claim never should or never would be paid so long as he was superintendent.*" If, then, as he now says, in admitting the truth of what Mr. Wright says, he had reference to the consent of the Indians, his mode of preventing the payment must have been to *keep them from giving their consent.* That is just what I charge, and his concession covers the whole ground of my complaint.

As to the general assault he has made upon the persons whose affidavits I have filed, I owe it to them to say, that it is wrong for the government to assail this whole class of men. There are doubtless amongst those who trade with Indians, some who are unworthy of confidence and respect. The *whiskey dealer*, who sells the accursed "fire-water" to the Indians is a despicable creature. Such men I loathe, and would, if I had the power, strictly execute the law against them in *every* case. But the trader who supplies the Indian with food and clothing, is absolutely necessary to his existence. He *must* be there, or else the government has but two alternatives—either to turn broker and trader itself, or to leave the Indians to starve and die. You give him now his small annuity once or twice a year. When that is gone, he goes to the trader to buy blankets or food for his wife and children, or powder and lead and a rifle to shoot game with. What is the trader to do? Must he turn them adrift to live only upon herbs and roots and insects, and to starve or freeze. *They cannot do that;* for, rough and unlettered as some of these men are, they have got as generous hearts as ever beat in human breasts. They do supply their wants, trusting to the honor of the Indian to pay. And, in nine cases out of ten, the Indian will pay, fairly and honestly, if you let him alone. But how must this generous hearted trader feel, knowing that he has acted from good motives himself, when, at the next

annuity payment, the "Great Father" of the Indian—his pretended *guardian*—tells him that he must not and shall not pay his honest debt? It is all wrong. The whole policy of the government towards the Indian tribes is wrong, and but hastens their extermination. The Constitution makes it the imperative duty of Congress to "regulate commerce" with them. This *must* be done in some way. Shall the government itself carry on the commerce? Certainly not. Then it must regulate what is carried on. Let it then subject the merchandise of licensed traders to inspection; let it be made a condition of their licenses that their goods shall only be sold at stipulated prices above cost and carriage, to be ascertained by the exhibition of the invoices under oath; let the swearing to a false invoice be punished as perjury; let your agents reside amongst the Indians, and be required to be present whenever a sale is made upon credit to an Indian, or to give his consent in writing; prohibit, as far as possible, the sale of beads and ribbons, and other senseless ornaments; teach the *chiefs* to feel the necessity of setting an example of industry and sobriety, and don't degrade them to the level of the thriftless and drunken sot; and then give the countenance and aid of the government to the honest payment of the debts created with the consent and approbation of the agent, and in the cultivation of individual integrity, and stop this business of *teaching* Indians to *repudiate* honest debts, and they will need no attorneys to help them, and everything will go on smoothly. And, then, if, instead of sending amongst them as officers, desperate gamblers in politics or broken down politicians, or men whose integrity is doubtful, good and true and conscientious men are selected and properly rewarded for their labor, it will require but a little time to see hundreds of these poor creatures, who are now idle and dissolute, gradually becoming elevated to the condition of the white man. Pardon this digression. It seemed important, as a means of showing that it was wrong to countenance this promiscuous warfare upon a class of men who are necessary parts of any system by which you can "regulate commerce" with the Indian tribes.

I feel myself bound to notice a most malicious assault upon an absent and estimable man. It ought never to have been made in a public document. The superintendent says that the *Rev. Mr. Bonduel*, who was a long time Catholic missionary amongst these and other Indians, offered to put a man by the name of *Gotier* on the list of claimants against the Indians, for $600, if he would get *Corron* to go for my claim. And he states, as authority for this, that Gotier *stated it in an Indian council held May 7th.* This is a most reckless stab at the reputation of an honest man, and as I have every reason to believe, a pious and devoted Christian—one who has devoted many years and a large amount of his private means in the work of christianizing the Indians of the northwest. He is now absent, I understand, on a temporary visit to France, and it is cruel to assail him in this way. And upon *such* evidence do. What is it? It is a mere pretence that Gotier said so in an Indian council last May. Why was not his statement taken? Why did he not swear to it, as those persons have done whose statements are filed by me? The fact is, this Gotier is one of the employés of the superintendent, and knows very well if he does not *help*

the superintendent, he will lose his employment. But he *dared* not *swear* to his statement, or even put it in writing. Is it not most contemptible to make *such* an assault upon an absent man? Need I comment further upon the insufficiency of such a statement, as proof of fraud against anybody, let alone a man standing as does the gentleman who is here assailed?

But, fortunately for Mr. Bonduel, the facts disprove this statement. He had left that mission and had charge of a church in Milwaukie, before there was any reason to think that *Corron* would be opposed to my being paid. He was not opposed to it in October, 1854, for he then signed the memorial to Congress as willingly as any other chief. His opposition was never heard of, that I know of or believe, until *since the law passed* for paying me, and I *do not think Mr. Bonduel has been there since then.* I have not seen or heard from him since that time, and my impression is that he has been the most if not all of it in Europe. He was not in the Indian country in September last, which was the *first* time that I had any idea that a single chief was opposed to paying me. So this story is all a miserable fabrication. But it is only a part of the system that has been played. There is scarcely a man either in or *out* of the Indian country (I cannot now think of a *single* exception) who has been disposed to look favorably upon my claim, who is not or has not been assailed by these officers, in a most rude and insolent manner—a manner that deserves the severest rebuke.

He admits directly what I have said in my letter of October 19, 1855, to the Secretary of the Treasury, about the wish of the Indians, at the last council, on the 10th September, to send the matter to the *President and leave it to him*, and, by not denying, also admits all the facts that I stated there upon that subject. This is most important, for it covers the whole question of the validity of the paper obtained by Mr. Clark. I have already noticed this at length.

He admits, also, having asserted the right to interfere to prevent the signing of the paper which I drew up, in accordance with Mr. Clark's suggestions about sending the matter to the President, and justifies it upon the ground I have stated, that Mr. Clark's mission "*seemed to me* [him] *to have ended*," &c. This is of still more importance, because it shows that he was unwilling to trust even the *President*, notwithstanding *he kept silent at the time Mr. Clark's promise was made*, and because it shows a direct interference in violation of the Secretary's instructions. If he had intended to assert this authority, why did he not say so when Mr. Clark made the suggestion, that they could send it to the President *after* signing the paper? Why did he suffer the paper to be signed and *then* interpose his objection and assert his pretended authority? This is a fraud, both upon the *Indians* and *me*. It entrapped *them* into doing what they would *not* have done without Mr. Clark's promise. For he had plenty of time to consummate it between the suggestion of Mr. Clark and his presentation of the paper drawn by me, while the Indians were engaged in signing their names.

I have said in my letter to the Secretary that I have no knowledge of any attempts having been made by *anybody* to influence any chief

by promises of money, and I repeat it here. I do not believe that there were any such. I asked why it was not named when we were together? The superintendent now says *it was* that *Shoneon* stated it "in open council." He does not say *what* council. If he means that it was either of the councils when I was there, then I deny it emphatically. I never heard of it until I saw it stated by the superintendent in reply to my letter to Mr. Clark, and that was after I reached here. Not a word of the sort was said there, and the report of *Shoneon's* remarks, even as made by the *superintendent himself*, has *nothing of this sort in it*. Like the rest of the stories about bribing, it is of recent manufacture. And this applies equally to all he has said upon that subject. If a word of what he says were true, it might easily have been ascertained there. What I had to say about *him* I communicated to Mr. Clark, that he might have an opportunity of testing its truth at once. But he made no reply *there*, and had not a word to say about bribery and fraud. However, *after he got home*, when it appeared necessary to *get out of a bad scrape*, he hatched up all these stories. If they had been true, he should have offered *some proof* of them. But instead of that, he pretends to say that I have got complete control of everybody up there, and that *somebody* or *somebody else* said that *some* of these people said *something* at *some* time or other! That is his mode of argument, or rather, this is the manner in which he seeks to sustain his unsupported assertions.

He reports what the Indians said in council, not exactly as I have done, but yet quite sufficient for my purpose. For instance, he represents his favorite, *Corron*, as saying that they had agreed here, in 1850, to give me *half*. I have already stated that this is not so; but if it were, it shows *more* than I have asked. And he represents him as not pretending that there was anything *unfair* in obtaining the memorial of October 4, 1854, and if there had been he would have told it. The only objection he makes to it is, that it was done at night. I have explained that I could not help that. But *Corron* admits he signed it, and does not pretend that he was persuaded, or forced, or bribed to do it, or that he did it any otherwise than of his own free will. He says, he understood when he signed it, that the "President and senators" would correct it if it was wrong. I told them at the time that it was a memorial to the President and Congress, and that they would protect the rights of the Indians, and from that he gets this very proper impression. The statement, therefore, of *Corron* supports the original agreement and the memorial of October 4, 1854.

But *Osh-kosh* who is the *head chief* and speaks for the whole tribe, is represented by him to have said in his speech on the 8th just what I said he did, that "*I have heard our friend Thompson speak to my people; we understand it well; it is all true what he said about our transactions*," &c. Now, the report of my remarks by the superintendent is not correct, but for the argument let it be admitted, and even *that* will show such a state of case as will leave no room for doubt in any honorable mind about my right to compensation. It shows that what I said about my employment, services, &c., was known to the Indians *to be "true."*

He concedes the correctness of my report of what *Osh-kosh* said on the 10th, that is, to use the words of *his* report, that he said "*We want to send the question to the President. They* (his friends, as he called the Indians) HAVE NOT COME TO ANY DECISION EXCEPT TO LEAVE IT TO THE PRESIDENT TO DECIDE WHAT IS RIGHT." It must be recollected that this was the *last* council, and that these words were spoken by the head chief as the result of the three days' deliberations. Have I not a right, then, to insist that they express the will of the tribe? And yet it was directly after they were spoken that they signed the paper reported by Mr. Clark. Why did they do it? I have already explained that it was because they were told that they could *still* leave it to the President, which they were prevented from doing by the acknowledged interference of the superintendent. Need argument be offered to show that a paper thus obtained is void?

He makes the next chief *Shoneon* speak *for the young men*—but even he does not speak *against my claim.* He says that he and the young men only object to the *amount*—that they think it is "too high," and agree to "*refer it to the great father and the great council,*" &c. This is of great importance in many aspects of the case,—but especially as it goes to show that *all* the Indians were for my being paid, but that the only question amongst them was as *to the amount.* And that is the fact about it. The superintendent had said so much to them about my taking all their *annuities* that they were confused—but still their native sense of justice satisfied them that I should be paid *something*—and therefore, even the *spokesman of the young men* admitted this by stating what I have quoted from the superintendent's report of his speech. And yet, *in a few minutes after this,* the repudiating paper was signed. How could it have been done in any other way than that I have described?

I desire to call attention, particularly, to the superintendent's report of the proceedings of these councils. While there is not enough difference in my report and his of what the Indians said, to quarrel about, yet there is one *most important omission* in his statement of the proceedings; he seems to have some skill at *suppressing the truth!* It is this: that he has failed entirely to report what Mr. Clark said to the Indians, about leaving it to the President, *just before* they signed the paper. I had an impression that he would not like to have this told, from the very beginning, and, therefore, was the more particular in my memorandum of the fact made at the time. It is for this reason that I have been so anxious to procure the statement of Mr. Clark—for this I consider an important point in the controversy. But as I have not got Mr. Clark's statement, how does the question stand without it? I stated the facts in my letter of October 19, 1855, and the words of Mr. Clark The superintendent does not deny my report, but *omits the whole of Mr. Clark's statement to the Indians, and says nothing about it.* Is not that equivalent to an admission of the truth of my report? And being so, does it not conclude the controversy about the validity of the paper reported by Mr. Clark?

He talks about threats of *somebody* to have Mrs. Dousman removed from the position of teacher; but I do not know what he means. He flings this in, I suppose, as a sort of make-weight. I know of no reason

why she should be removed, and if I did, am not in the habit of *making war upon defenceless women.* He says she refused to be bribed. When? where? by whom? Just look at his statement, at the close of his communication, and see how contemptibly ridiculous it is. It is unworthy of reply, and is just one of those mean and slanderous insinuations that originate in base minds, and could have no dwelling-place, for an instant, in honorable ones. Of the whole of these insinuations, in the aggregate and in detail, with whomsoever they may have originated, and by whomsoever repeated, I declare, upon whatever of personal honor I may have credit for possessing, that, so far as they refer to me, or my conduct, they are *absolutely and unqualifiedly false*; both in spirit and in fact; and that, so far as they relate to the other parties referred to, I believe them to be so. The minds that invented them are gangrened with passion and prejudice—ready to magnify the most trifling occurrence into fraud, and to cover up their own acts by duplicity and deceit. How truly did Solomon speak when he uttered the proverb: "*Deceit* is in the heart of them that *imagine evil.*"

These accusations are akin to some that this same commissioner caused to be made against me on the *floor of the Senate* at the last session, in reference to a speech I was said to have made *at the payment* of their money to the *Shawnees* in Kansas, in July, 1853. The charge was this: that I made a speech "*at the time when the payment was made to the Shawnees,*" "*on the morning when that payment was made,*" "*on the morning before the payment,*" "*that morning*" of the payment, &c., wherein I said to the Indians that the appropriation in their favor was "defeated in the Senate by *two votes;*" that "it was defeated by the influence of *one man;*" that "we managed to have the *bill reconsidered;*" that then the "one only chance for success was to prevent *this senator* from attending when the vote would be taken;" that I tried to see him for "*mang days,*" but could not, and gave my note to a friend who could, and that "by hiring this friend to keep *the senator* away when the vote was taken *I got the bill passed,*" &c. Whereupon, as if this was all true, I was assailed in an injurious manner by a senator who was, doubtless, himself deceived. Of course I could make no reply to these charges upon the floor of the Senate, but could I have done so, nothing would have been more easy. In the first place, I made *no speech at all at that payment*, and that I did not is sufficiently proven by the statements of General Whitfield, of Kansas, (*Appendix* X,) and of Colonel Woodson, of Missouri, (*Appendix* Y,) both of whom were present. In the second place, there was no *separate bill* pending to provide for the appropropriation; there never was any *reconsideration* of the vote; the amendment making the appropriation was made to an *appropriation bill* by a vote of 28 *ayes* to 13 *nays*, and if it had failed by *two* majority, the absence of *one* senator would not have secured its passage. So that there could have been no foundation for such a case as was made here, to say nothing about the improbability of my being such a *fool* as to *tell it* if I *had* been guilty of such conduct, but it only goes to show how easily a man may be assailed, even when he has an entire consciousness of his own innocence and integrity. And I allude to this now merely for that purpose, *as it originated with* some of the same men who have

been engaged for several years in the work of abusing me, in which they seem to take much more delight than they do in the performance of their public duties.

Having thus passed to the end of this letter of the superintendent, I should scarcely be justified in going further, under any other than the extraordinary circumstances existing in this case. Yet the committee will indulge me until I put myself right upon *every* point of attack, for I *feel* perfectly invulnerable upon *all* of them. I intend to drive these officers to the wall and pin them there, that, like victims of the pillory, they may serve as examples to others. And I only desire to extend this communication to the notice of some *general* points made by the Commissioner, not necessarily involved in the detailed discussion of the case.

He refers to the contract made by Colonel Ewing with W. H. Bruce, *after* Bruce was removed from office; he treats it as one made while he was *in* office, which is not true. I have fully explained that transaction in my letter to the Secretary of the Interior, January 19, 1855, and have there shown that I was no party to it, and that it was made from the most laudable motives, which were fully explained to and understood, at the time, by the then Commissioner of Indian Affairs. I referred to that gentleman for the truth of the statement. He still resides in this city, and can be appealed to by any who may doubt what I have said. He was informed of the whole matter at every step of its progress; which fact, of itself, is sufficient, in all unsuspicious minds, to relieve the transaction from the slightest suspicion of unfairness.

He assails Mr. Walker because he voted against the Menomonee claim at one session, and then made a report in its favor at the next. There are some men who never under understand a thing like this, and who attribute corruption of motive to all changes of opinion; but, as a general thing, these men are less to be trusted than any other class. They are obstinate, dictatorial, selfish, narrow-minded, and, almost invariably, ignorant. An *honest* man will always change his opinion when convinced that he is wrong. Mr. Walker is fully able to take care of himself, but it is due to him that I should state the circumstances of his connexion with this case, so far as I know them. He did oppose the claim, and, as I thought, caused its defeat at the first session, and in his speech spoke of some parties who were to share the money. He alluded, amongst others, to a member of the House from Wisconsin, at the time. At the next session I said to him that he had done injustice, unintentionally, I believed, to this gentleman, to the Indians, and to me, and I proposed to him that if he would examine the case with the impartiality of a chanceller, I would abide the result of his conclusion; that if he still thought it unjust I would abandon it. He acceded to this proposition, introduced a resolution in the Senate directing the inquiry by the Committee on Indian Affairs, and the result was the *unanimous* report of that committee which he afterwards made. His examination was long and laborious, and during the whole time I had but a single interview with him on the subject. That was at my own room, where he called to get some information from me in reference to a line upon one of the maps. I

did not know what his opinion was until it was announced to me by himself after the report had been prepared; but let the whole matter rest upon the action of the committee. This action, and the reason of his own change of opinion, he satisfactorily explained at the time, and his report speaks for itself.

The Commissioner says that I procured the Committee of Indian Affairs to set apart, by their amendment offered in the Senate, part of the money to *pay debts*, and therefore I am connected, says he, with the *claimants against the Indians*. In the first place, the conclusion is far fetched, even if the fact were as he states it; for I might be in favor of having the Indians pay their honest debts without being benefitted by it. But the fact is not so. I never made a suggestion to Mr. Walker or anybody else about how the amendment should be drawn, and never knew anything about it until it was offered in the Senate. His blow at me is equally one at Mr. Walker and the members of the committee who directed the report.

He quotes an amendment to the Indian appropriation bill made some years ago, which, he says, was "*well understood at the time*" to be expressly for the purpose of repudiating *my* agreement. By whom was it so "understood?" Where did he get his information? *He was not here and knew nothing about it.* Who told him? There was no discussion to that effect. Did Congress legislate expressly to reach *me?* He strikes blindly and his passions mislead him. He assails the justice of Congress by the charge, as he also does its wisdom. My contract was already in existence, and *had been recognized* by the government as made under its existing regulations, and the law he refers to was intended to be *prospective*. Would Congress have attempted to impair it by *retrospective* legislation? I think not.

The Commissioner displays less wisdom than obstinacy in making an argument to show that these Indians were *not entitled to anything* in the matter prosecuted by me. He cannot draw me off into a rediscussion of that question. It has occupied me two or three years already, and I shall not renew it. It has been decided in *favor of the Indians* by one Commissioner, by the Secretary of the Interior, and the President, in 1851; by the House of Representatives in 1852; by the *present Commissioner himself* in making the treaty of 1854; and by the President and Senate in approving and ratifying that treaty, and increasing the amount originally allowed by it; and I do not feel myself called upon to enter either into a defence of their action or of my own arguments against those which are now put forth as such by the present Commissioner. If I did, it would be very easy for me to show that he knows but little about the case, and that he has used that little with the single object of preventing *me* from being paid, after *he* has agreed, *against his present position*, that *the Indians* should be! Suppose they were *not* entitled, yet they have it, secured by treaty, with *his* consent; and is it any argument against my being paid to go behind all this and say that nothing should have been allowed? It is rather an argument in favor of my being paid, for if I, by several years of service fairly rendered, have secured a sum of money to the Indians to which they are not entitled, then *they* are not injured by my being paid. The Commissioner exhibited but little discretion in

this *new* argument, and shows, conclusively, that it was intended for no other purpose than to create the impression that I had been prosecuting a groundless claim, and had succeeded, by some sort of influences which he does not explain, but *hints* at, in getting decisions in its favor, even from *him!* He yields too much to the spirit of revenge against me, and should not have forgotten what a very wise man once said, that "He that *studieth revenge* keepeth *his own wounds green.*" He may hurt himself worse than he does me, as I will answer his whole argument, now made, with less than a sentence from his annual report for 1854. He there says: "Having become *satisfied,* from *an examination* into the affairs of the Menomonees and their relations with the government, that *they were justly entitled to some* ADDITIONAL COMPENSATION *for the lands ceded by them under the treaty of* 1848, in consequence of the *quantity* thereof having been *under estimated* at the time that treaty was made," &c., &c.; "the supplemental articles of May 12, 1854, referred to elsewhere, were entered into."—(*See his annual report for* 1854, *page* 20.) He forgot this. His disposition to be revenged upon me made him too hasty and impaired his memory. The next time he attempts to make an argument I would advise him to pause a little and see what he himself has already said upon the same subject. And this quotation from his report serves another purpose, also—to show that this treaty of 1854 was made to cover the "*additional compensation for the lands ceded by them under the treaty of* 1848," which both he and his superintendent now pretend was no part of the consideration!

He mentions the fact, by an unfair allusion to it, that Colonel Ewing and myself were associated together in the removal of the Menomonees to their present homes. If he had stated all the facts *in the possession of his office,* I could have had no objection to this reference; but he merely gives the aggregate amount paid us, so as to leave the impression that we made a great deal of money, whereas we did not. Col. Ewing was the *lowest bidder* for the removal, but as the *Indians had requested that I should superintend it,* the Commissioner awarded the contract to him upon the condition that it should be made "*jointly*" *with me,* and it is so endorsed on his bid now in the Indian office. As the whole of the money necessary to remove them had to be raised before the payment by the government, I could not have removed them myself if I had desired it, for I had not the means to raise it. His endorsement of my obligation enabled us to raise some $15,000 in this city, to initiate the necessary steps, and in the same way we raised the balance elsewhere. I have always looked upon this operation with satisfaction, for although the profit turned out to be no object, yet we succeeded in less time than such a thing was ever done before, and at an inclement season of the year, in a northern climate and through an uninhabited country, in removing this whole tribe—men, women and children, and every article of property they possessed, to the place of their present residence, without the slightest accident and without the loss of a single valuable article. We subsisted them, furnished them with medical attendance, and with 3,500 bushels of corn, 425 barrels of flour, and 15,500 pounds of beef, after they reached their new homes, transported at our expense, and erected a warehouse

suitable for the safe keeping of said provisions. (Observe that the superintendent was paid $950 for going up there by himself and making a treaty!) The Indians, in a paper now in the Indian office, expressed to the President their gratification at the manner in which they had been removed; and the superintendent, who accompanied the expedition, in his official report said, "that it has been effected in a peaceful, comfortable and satisfactory manner. They have been abundantly supplied with transportation, and good and wholesome provisions. No complaint has been made to me—on the contrary the Indians expressed their entire satisfaction in regard to their removal, and have this day in council presented their thanks to the contractors for their kindness in providing to make their journey smooth and comfortable." I repeat that I have always looked upon this expedition with satisfaction, because of the personal interest I took in the comfort of the Indians, at an inclement season, and the other circumstances of its execution, and if there be anything about it that seems wrong in the eyes of the present Commissioner, *let him make the most of it.*

The time employed in the preparation of this paper has necessarily been limited. It has been written since I came to this city, under a consciousness that your committee were kindly awaiting my reply to the attack of the Commissioner, and from a conviction that my engagements at home required my stay here to be as short as possible. But it has been my object, although thus hurried, to meet every material accusation made against me. If I have not done so, if there is anything, a sentence or a word, which I have omitted specifically to reply to, which shall, by insinuation or otherwise, be intended to reflect on me, and to impute to me unfairness or dishonor, I pronounce it false, absolutely and unqualifiedly so. I have retained this whole matter in my own hands from the beginning, and *my own conscience* acquits me of anything wrong in its management.

A few words more. The Commissioner says that my contract is *void*, because it is against *public policy*. What does he mean? I doubt whether he knows himself. Does he mean that it is *champertous?* If he does, I deny it. If I had made such a contract with an individual to prosecute a lawsuit, I concede that *that* would have been so, but I am not in the habit of making such; if no other consideration, respect for my profession would restrain me. A contract with an Indian tribe, for the arrangement of its business, is altogether different—it is more like an action prosecuted in *forma pauperis*. No litigation is contemplated, no lawsuit is stirred up, the quiet of the community is not disturbed. And besides, as in this case, it is rendering professional services for a party unable to pay without something is recovered. Such cases often occur in the practice of the law, and though it is a common practice with vulgar minded people to abuse lawyers, yet I may safely claim for them that they perform more service from motives of humanity and benevolence than any other class of men in this country.

And there is nothing in the *regulations* even of the Indian Bureau, or in the practice of the government, rendering such a contract as mine void. The *Commissioner* has wholly misunderstood and mis-

represented the rule on that subject. I will state it as it is, and first, by referring to a case that occurred just before my contract was made. A gentleman—lately a distinguished member of the Senate, and who will, in all probability, soon be so again, if the wish of his constituents to place him in even a higher position shall not prevail—made a contract with a tribe of Indians some years ago, by which he agreed to prosecute a claim in their behalf against the United States, in consideration that he should receive *one half* of whatsoever sum should be recovered. The case was prosecuted by him; the sum of $112,042 99 was allowed; and *one half* of this, that is $56,021 49, was paid him, upon a power of attorney executed by the commissioners of the tribe, though the name of the "king" of the tribe was signed to the power *by another person*, and *he* protested against the payment. The contract was assigned and afterwards lost, but its existence was supplied by affidavit of the parties, and, in 1849, it was submitted to the *Attorney General*, to decide whether it was valid or not; the Commissioner of Indian Affairs considering it *invalid*, as it was not entered into with the consent of the proper authorities of the government. The Attorney General gave his opinion January 3, 1850, deciding that it *was valid*, and that the money should be paid to the assignees, and reaffirmed it March 7, 1850. The $56,021 49 *was then paid*. Now, this case occurred *just before* my contract was made, and furnished a precedent for it; and if I have violated public policy, so did this distinguished gentleman. In point of fact, my case is much stronger than his. His power of attorney was *without date*—mine is not. His was not executed before government officers, or approved by them—mine was. The Indians "were diligent and persevering in their resistance to the claim"—not so in my case. Yet the money was paid him, not upon the ground that it was a *reasonable compensation*, but because his contract was held valid. Now, I submit that I had a right to consider this proceeding as furnishing an example not altogether unworthy of respect; and that it also furnished me evidence of what was then the settled policy of the government. (The *House of Representatives* afterwards, upon inquiry into this case, *much weaker than mine*, justified its payment.) If such was then its policy, announced thus by its public action, would it be good faith to change it *after my services had been rendered?* Certainly not; especially as all the objections urged against the papers in that case were carefully avoided in mine. If I shall now be denied all compensation, the strange state of things will be presented of the adoption of one rule in *that* case and another in *mine*, although that rule was unreversed at the date of my contract, and is still so. But it is unjust to the government to anticipate such a result. I am only showing what it is that the Commissioner desires; and that to accomplish it he has *omitted* all reference to this case, and the decisions of the Attorney General in it, with the purpose of making the impression that there never were any such.

He represents me as improperly quoting the opinion of the Attorney General and as misstating the rule of the department at the date of my contract. The mistake is with himself, and is occasioned by his reference merely to the opinion of Senator Toucey when he was Attor-

ney General, to which he says all the mischievous practice is to be traced. That was to the effect that when meritorious services were rendered for a tribe, the obligation rested upon the government to see that their attorney or agent rendering them was paid. The Commissioner entirely overlooks the decisions in the case I have referred to; which, together with the opinion of Senator Toucey, constituted the *law of the government* at the date of my contract. Nor is there anything in the *present* regulation, quoted by the Commissioner, in conflict with these opinions. It merely discountenances the employment of attorneys, but expressly provides that if, notwithstanding the rule, the Indians *shall* employ them, (clearly conceding the *right*,) the government is bound to see that they shall be paid a reasonable compensation. Wherein, then, have I misstated it? The Commissioner himself has done it. Is not *reasonable compensation* all I asked? But why argue this? The *present Attorney General* settles this question between the Commissioner and myself, and most conclusively in my favor. In his opinion, in *this very case of mine*, which was before the Commissioner when he wrote the sentence that my employment was *void* because it was against *public policy*, Attorney General Cushing, speaking of the instructions referred to by the Commissioner, says: "But while those instructions discountenance and condemn the act, [of attorneys being employed by Indians *without the consent of the government*,] *they seem to admit that it may* LAWFULLY *be done*, subject, as in the case of all other acts of the Indians, to the approbation of the government," which approbation I obtained. I submit, therefore, whether the Commissioner is not as wide of the mark in this as in other instances. If I have not brought myself so within these rules as to be entitled to the protection of the government, then I confess myself unable to comprehend their meaning. I did not fix the compensation allowed me in the law. *Congress* fixed it, and I have released the remainder of my claim. If it is too much, let it be so decided, not by the Commissioner, but by an impartial arbiter, in full view of all the facts, if Congress shall so decide, and I must be content. But in the name of right and justice, in the name of the plighted faith of the government, let me be paid *something*, that this controversy may be ended, and I may be left to my own private pursuits, and to that humble sphere of private duty which furnishes me as much of happiness and contentment as I seek for in this life.

I cannot afford to work *more than five years*, and spend my own money and lose my own time, *without one dollar of compensation*. I cannot contend, single handed, against the power of a government like this; no human energy is sufficient for such a task. It may crush me to the earth; by the denial of justice it may strip me of all I possess; it may, by the indorsement of repeated slanders, leave upon its records unfounded imputations upon my character; it has the *power* to do all this, and more than this; but it cannot deprive me of the consciousness of my own integrity, of the inward satisfaction of honorable intentions in all that I have done in the progress of this business, or of the determination to discharge in the future, as I have endeavored to do in the past, honorably and faithfully, every obliga-

tion which the government itself or society have the right to exact of me.

I have abundant faults, and God knows that I feel this as sensibly as any man can feel it. But whatever they may be, my own heart assures me that they are not the faults of *avarice* which are now charged upon me. If I have not acted my part nobly in the great battle of life, I trust I have acted it *well;* and he who has now assailed me should recollect that the keen, sagacious eye of the public will detect, lurking beneath every foul aspersion he has tried to cast upon me, that low, debasing, and grovelling spirit of envy, which is the very "canker of honor." And he should no less remember, that the world has long since borne witness to the wisdom of the great man who said: "A man that hath no virtue in himself ever envieth virtue in others; for men's minds will either feed upon their own good or upon others' evil; and who wanteth the one will prey upon the other; and whoso is out of hope to attain to another's virtue, will seek to come at even hand by depressing another's fortune."

Most respectfully submitted,

R. W. THOMPSON.

P. S. Since the foregoing was written, I have examined the original power of attorney and agreement of February 15, 1851, now on file in the Indian office, and also the copies before the committee, and I find them all to correspond precisely with my copies, the words "*by his son*" being attached to the name of Ah-yah-may-tah and *not* to that of Osh-kosh! And it is so distinct that it is impossible to see how anybody could be mistaken about it!

APPENDIX.

A.

DEPARTMENT OF THE INTERIOR,
Washington, September 7, 1850.

ıe petition of the delegation from the Menomonee tribe of *resented by you at their request,* has been submitted to the ɔf the United States, to whom it is addressed. His action nises, so far as it relates to their application to be permitted temporarily at their present location, has been communica- department, as follows:

ı careful consideration of the application of the Menomonee) be permitted to remain temporarily upon the lands in , ceded by them to the United States by the treaty bearing ıer 18, 1848, I perceive no objection to granting their re- reasonable time; you will therefore inform them that they ·mitted to remain till the first day of June next, provided ɔt interfere with any surveys which may be ordered, and not understand this as granting any indulgence beyond ,

ıpectfully, your obedient servant,

D. C. GODDARD,
Acting Secretary.

W. THOMPSON, *Present.*

B.

eed between me and certain chiefs, warriors and headmen omonee nation of Indians, that I shall act as their attorney ıecution of a claim against the United States, growing out ting of the treaty of 1848 with them, and it is expressly that if nothing is allowed them under said claim, I am to mpensation for my services, but that if anything is allowed reaty or otherwise, that, in that event, I and they are to *after* of the amount of per centage I am to receive.

my hand the 9th September, 1850, at the city of Wash-

R. W. THOMPSON.

C.

ı, the United States, on the 18th day of October, 1848, at ·aw-hay-*kon-nay, in the* State of Wisconsin, by William

Medill, commissioner on the part of the government, concluded a treaty with the chiefs, headmen and warriors of the Menomonee tribe of Indians, whereby, amongst other things, the said tribe agreed to cede and did cede to the United States all their lands in the said State of Wisconsin, wherever situated, and the United States agreed to give and did give to the said Indians for a home, to be held as Indian lands are held, all that country or tract of land ceded to the United States by the Chippewa Indians of the Mississippi and Lake Superior, in the treaty of August 2, 1847, and the Pillager band of Chippewa Indians, in the treaty of August 21, 1847, which may not be assigned to the Winnebago Indians under the treaty with the tribe of October 13, 1846, which tract of country was guarantied by the said treaty to contain not less than six hundred thousand acres of land; and whereas, the said tribe of Indians have sent a deputation of themselves, by the consent of the government of the United States, and have personally examined, through said delegation, the country so set apart for them by said treaty, and have become satisfied that the same is insufficient to furnish them the necessary means of subsistence, and are consequently anxious to exchange the same with the United States for other lands in the said State of Wisconsin, so that they may permanently reside in said State, cultivate the arts of peace and become citizens thereof, under the protection of its laws; now, therefore, be it known that we the undersigned, the chiefs, headmen, and warriors of the said Menomonee Indians, in common and general council assembled, at the payment ground on Lake Pow-aw-hay-kon-nay, in the county of Winnebago and State of Wisconsin, and at the time of the assembling of our nation to receive their annuity money for the year 1851, and on the 27th day of October, 1851, do make, ordain, constitute and appoint *Richard W. Thompson*, of the State of Indiana, our true, only, and lawful attorney, for and in the name of our nation, and as the attorney of our said nation to make and conclude an agreement with the government of the United States, or to agree upon the preliminaries of a treaty with said government, which we oblige ourselves, on behalf of our said nation, to accept and confirm, whereby he, as our said attorney, shall relinquish all the right, title, and claim of our said nation in and to the said tract so set apart by said treaty for our future home, to the United States, in consideration that the said United States shall set apart and confirm to our said nation the title to a tract of country within the limits of the said State of Wisconsin, for our future and permanent home, and for such other and further consideration *as our said attorney shall agree* in our names to receive, hereby giving to our said attorney full and ample power and authority to do all things in the premises necessary to perfect and consummate the said exchange, and hereby also ratifying and confirming whatsoever our said attorney shall lawfully do for our said nation in the premises. In testimony whereof we have hereto set our hands, in the council aforesaid, on the day and year aforesaid.

Osh-kosh,	his x mark.
Ah-yah-may-tah,	his x mark.
Ke-shi-nah,	his x mark.
Corron Glande,	his x mark.

La-motte,	his x mark.
Wah-ke-cheon,	his x mark.
Sho-noh-nay-new,	his x mark.
Che-quo-tum,	his x mark.
Shaw-wah-nay-pay-nais-say,	his x mark.
Tay-ko,	his x mark.
Way-tans-say,	his x mark.
Wish-kay-non,	his x mark.
Ah-pay-nay-say,	his x mark.
Osh-kay-nay-niew,	his x mark.
Ah-ko-nay-may,	his x mark.
Thah-pway-tuck,	his x mark.
Ah-ke-nay-pay-nay,	his x mark.
Ko-main-ke-me-non-shay,	his x mark.
Ah-kah-mote,	his x mark.
Shaw-wan-nah,	his x mark.
Nah-pah-wain-shun,	his x mark.
Pay-yah-way-shay,	his x mark.
Ain-she-kah-bo-may,	his x mark.
Wah-pe-nah-nosh,	his x mark.

which doings were made in the presence of—

ONDUEL,
perintendent and Pastor M. School.
COLLINS,
ut. Fourth Infantry.
C. HODGES,
ut. Fourth Infantry, U. S. A.
. KITTSON.
S A. GRIGNON,
. JACOBS.
COWN.
PRICKETT.
OUTHERWITE.
M POWELL,
ited States Interpreter.

D.

a of a council held at Lake Powawhaykonnay, on the 28th October, 1851, *in the presence of George W. Lawe, United Indian sub-agent, and William Powell, United States inter-*

nce of the agent, interpreter, and chiefs assembled, *Osh-kosh,* pal chief, is asked whether he did or did not sign a certain ttorney and agreement to Colonel Thompson, dated Feb- 1851, within referred to.*

---

rence here is to a memorandum on another page of the paper, which describes rs more minutely.

Whereupon, in our presence, "*Osh-kosh*" acknowledged to have signed said instruments, and with a full knowledge of their contents.

John B. Jacobs, George Cown, Talbot Pricket, and George F. Wright, being now present before the agent aforesaid, acknowledged to have been present at the signatures to the aforesaid instruments, J. B. Jacobs and Talbot Pricket acting as interpreters. George F. Wright also acknowledged to have taken the acknowledgment of said instruments.

Osh-kosh, the principal chief of the Menomonee nation, now here present, reaffirms his former act and deed as expressed in said instruments.

GEORGE W. LAWE,
Sub Indian Agent.
WILLIAM POWELL,
United States Interpreter.

Attest:

EDWARD OUTHWAITE,
Secretary of Payment.

E.

STATE OF WISCONSIN, } ss.
Winnebago county.

The undersigned, John B. Jacobs and George F. Wright, being duly sworn, say, that they were both present at the meeting of the council of the Menomonee Indians, on the 15th February, 1851, when a power of attorney was executed by them empowering Richard W. Thompson, of Indiana, to attend to certain business for them growing out of their treaty of 1848 with the United States, and also an agreement with said Thompson to pay him thirty-three and one third per cent., or one third part of whatsoever sum should be allowed them by the United States; that *Osh-kosh*, the head chief of said nation, *was present and signed both of said papers* freely and voluntarily, together with the *other chiefs* whose names are attached thereto.

And the said Jacobs says that he understands the Menomonee language perfectly, and is often called on to act as interpreter, and that he did interpret said papers truly to said Osh-kosh and the other chiefs, and that they all fully understood the contents thereof.

And the said Wright says that he was and is an acting notary public; that the said papers were fully explained to said Osh-kosh and the other chiefs in his presence, and that they all freely acknowledged the same, as is set forth in his official certificate attached to them.

And the said Jacobs and Wright both state that they were present at a council of all the chiefs of the said nation, at the payment ground on Lake Pow-a-hay-gon-nay, on the 27th October, 1851, when, *all the said chiefs spoke of what they had agreed to give said Thompson in the aforesaid agreement, as thirty-three and one-third per cent.*, the said Osh-kosh being present and assenting thereto.

And they both also state that they were also present at a council held before the sub-agent, George W. Lawe, esq., on the 28th October, 1851, at the said payment ground, when the said Osh-kosh was present, and they heard him acknowledge to said agent that he had signed both of said papers, on the 15th February, 1851, of his own free will; that he perfectly understood all about their contents, and that he still approved thereof and again ratified the same.

And the said Jacobs says that he was present at a private council of all the chiefs of said nation, held amongst themselves and their friends whom *they desired to be present*, and when none others were present, and that he heard all of said chiefs (the said Osh-kosh being present as the head chief) speak of what *they had agreed to give said Thompson* as thirty-three and one-third per cent., and that the *whole of said chiefs were satisfied therewith and perfectly understood it.* And he also states that he has *often* heard said chiefs speak of said agreement with the said Thompson, and *never heard of any objection thereto;* and that he knows that the whole of them, including Osh-kosh, understand the same fully, and have always understood it since it was made.

JOHN B. JACOBS,
GEO. F. WRIGHT.

Subscribed and sworn to before me, the undersigned, a justice of the peace in and for said county, the 29th day of October, 1851.

S. H. SMALLEY,
Justice of the Peace.

STATE OF WISCONSIN, } ss.
Winnebago county.

I, E. R. Baldwin, clerk of the circuit court of the aforesaid county of Winnebago, certify that the aforesaid S. H. Smalley, who has signed the above affidavit, is, and was at the signing thereof, an acting justice of the peace in and for said county, and that all his official acts are entitled to full faith and credit.

In testimony whereof I hereto attach the seal of said court, at Osh-kosh, in said county, this 29th day of October, 1851.

[L. S.]

E. R. BALDWIN, *Clerk.*

F.

STATE OF WISCONSIN, } ss.
Shawano county.

This affiant being sworn, says that some time during the past summer, he thinks in June last, he had a conversation with Dr. F. Huebschmann, superintendent of Indian affairs at Milwaukie, in relation to the claim of R. W. Thompson against the Menomonee Indians, which conversation was introduced by himself; that in that conversa-

tion the said Huebschmann stated that the said claim *never should or never would be paid so long as he was superintendent.* In the conversation he expressed himself *strongly and undisguisedly opposed to it.*

GEORGE F. WRIGHT.

Subscribed and sworn to before me, witness my hand and seal, this 11th day September, 1855.

[L. S.]

WILLIAM POWELL,
Notary Public.

G.

In the fall of 1854 I accompanied R. W. Thompson, esq., from Terre Haute, Indiana, to the Falls of Wolfe river, Wisconsin, where he went to attend to some business between him and the Menomonee Indians. I understood from him that his object in going at the time he did was to reach there at the time of the annuity payment to the Indians, which he had been informed would take place about the 1st of October. We travelled as fast as possible, as he informed me that he desired to have all his business with the Indians done in the presence of the government officers, and reached there about the 1st October. We found that none of the officers had arrived, but the Indians were assembled at their village on Wolfe river, just below the falls. He expressed his disappointment at this, as both he and I had promised before we left home to get back by a certain time, which it would have been impossible to accomplish if we had been detained there more than three or four days. He, however, determined to wait as long as possible, so that they might arrive before he transacted any business. We found that it would be necessary for us to leave there on the morning of th 5th of October, in order to reach home at the time we had appointed, and therefore, as the officers did not arrive, he called a council of the chiefs, to meet at 2 o'clock on the 4th at the village. When the time for the meeting of the council arrived, a large number, I think nearly all the chiefs were present at the village, but Mr. Thompson was unwilling that the council should be held unless all the chiefs were present. The result was that the Indians, as I understood, postponed the meeting until a later period in the afternoon, and appointed the house of Lamotte, one of the chiefs, who lived about two miles from the village, as the place of meeting, as they said the absent chiefs could reach there more readily than at the village, as one of them was somewhat unwell and near there. They then sent persons to notify them of the fact and to request their attendance. A number of the chiefs met at Lamotte's house before night, but the council was not opened until all of them arrived, which was by a little while after dark. There were a number of other Indians present and ten or twelve whites. Everybody was there who desired to be, as I understood. Mr. Thompson explained to them the object of his visit, *and left it to the Indians to decide whether they wished him paid or not.* They admitted *unanimously* that they had agreed to give him *one third*

of what the government allowed them, and expressed themselves *anxious that he should have one third of what was provided for them in their last treaty.* I drew up the memorial to the President and Congress, dated October 4, 1854, to that effect, and [it] was signed by all the chiefs, *without the slightest hesitation,* after being fully interpreted to them by Messrs. Johnston and Powell. So far as it was possible for me to know, they appeared fully to understand it, and to be *anxious to have Mr. Thompson paid according to its terms.* The whole transaction was as fairly done as any I ever saw, and so perfectly harmonious were the Indians, that it never occurred once to me that anybody could object to what was done. At Mr. Thompson's request I wrote a *duplicate* of the memorial, which was also signed by the same chiefs. *Both the original and duplicate were witnessed by several whites present besides the interpreters,* who understood and spoke the Indian language, and by several other whites besides myself, who did not. They were intended to be and I think were *precise duplicates of each other.* Mr. Thompson retained one of these papers, and handed the other to the head chief, and requested him and the other chiefs that, as he was compelled to go home, they would hand it to the superintendent or agent when they came, as the act of the nation, that he might send it to the President, which they promised to do. The council then adjourned and the next morning Mr. Thompson and myself started home, and were compelled to make extraordinary exertions to reach there in the afternoon of the day we had promised to return.

I do not think it possible that Mr. Thompson could have had any other business there. I heard nothing of any other from him or anybody else, which I should probably have done, from my intimacy with him, if he had had any other. Colonel G. W. Ewing arrived there on the 4th, and we left him there. I heard something of his being concerned with some claims against the Indians, but not a word that Mr. Thompson had anything to do with them. I heard Mr. Thompson say several times that there were some *old claims* against the Indians that he had, as their attorney, *always opposed, and should continue to do so, as he thought they ought not to be allowed, and that some of the claimants were mad with him about it.*

W. R. McKEEN.

TERRE HAUTE, *April* 9, 1856.

—

STATE OF INDIANA, } *ss.*
county of Vigo. }

This day personally appeared before me, the undersigned, a notary public in and for said county, the aforesaid W. R. McKeen, who, being sworn, says that the foregoing statement is true, so far as facts are stated as of his own knowledge, and so far as they are stated to be upon information he believes them to be true.

Witness my hand and notarial seal, at Terre Haute, this 11th day of April, 1856.

[L. S.]

ALEXANDER B. CRANE,
Notary Public.

H.

My letter of March 21, 1854, to the Attorney General, which is amongst the papers reported to the Senate.

I.

My letter of May 12, 1854, to the Attorney General, also amongst the papers.

J.

My letter of May 18, 1854, to the Attorney General, also amongst the papers.

K.

My letter to Hon. S. Clark, dated Falls of Wolfe river, September 8, 1854, also amongst the papers.

L.

C. A. Grignon's letter resigning his office as interpreter, addressed to Commissioner of Indian Affairs, dated September 27, 1855, also amongst the papers. A printed copy is published with the annual report of the Commissioner for 1855, page 222.

M.

WASHINGTON, *November* 5, 1855.

I accept, with a just appreciation of your kindness, the proposition that my case shall remain as it is, to be reported to Congress, with an expression of opinion by you, that the late paper executed by the Indians should not conclude my rights; and that, in your opinion, I should be paid. I beg to assure you that the magnanimity which has prompted your consent to this arrangement, has made a strong impression of personal gratitude upon my mind.

Permit me, however, to request that you address a letter, at your earliest convenience, to Mr. Clark, stating to him your present action and views of the case, and ask of him a fuller report of the facts; and that you send him a copy of my last letter to the Secretary of the Treasury; also, asking his opinion as to the correctness of such facts stated in it as came under his observation.

I have the honor to be, most respectfully, your obedient servant.

R. W. THOMPSON.

To the PRESIDENT.

N.

WASHINGTON, *March* 5, 1856.

SIR: I have not yet been able to find the report of the Commissioner of Indian Affairs upon my case, about which I spoke to you the other

day. And as I am compelled to go home, I respectfully request that you cause me to be furnished with a copy of it, as also a copy of the last report of the superintendent; to both of which I think you will readily concede I am entitled. My desire is to reply to them, which, if I have learned their contents correctly, I shall have no trouble in so doing as to defend myself successfully against any imputations and calumnies they contain.

I have the honor to be your obedient servant,

R. W. THOMPSON.

Hon. R. McCLELLAND,
Secretary of the Interior.

O.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, March 22, 1856.

SIR: I herewith transmit (in conformity with a promise contained in a letter from this office to you of the 15th instant) a copy of the report of the Commissioner of Indian Affairs of December 22, 1855, in relation to your claim against the Menomonees, with the annexed papers, including the report of superintendent Huebschmann, to which you refer.

Very respectfully, your obedient servant,

CHARLES E. MIX.
Acting Commissioner.

R. W. THOMPSON, Esq.,
Terre Haute, Indiana.

P.

WASHINGTON, *March* 5, 1856.

The fact that the superintendent had made an additional report in reference to my business with the Menomonees, I learned, as I think I said to you, from the Commissioner of Indian Affairs, as I also learned from him, at the same time, that he had himself prepared a document reviewing the whole matter, even going so far back, behind the law of last winter and the late treaty with the Indians, as to show that they were, in his opinion, not entitled to anything.

I have not been able to see either of these papers. Having learned that they were not before you, I called at the Treasury and the Interior Departments and failed to find them at either. I suppose they are still in the possession of the Commissioner, at whose office, for obvious reasons, notwithstanding the late personal interview between us, I am unwilling to call. I have therefore made the request of the Secretary of the Interior that he cause me to be furnished with a copy of them,

that I may defend myself against the accusations they contain. I do not know what those accusations are, but have no fears about my ability to satisfy all unprejudiced minds that any reflections upon my integrity of conduct or motives are utterly without foundation. But as it is absolutely necessary that I shall return home immediately, I cannot prepare this reply until I am furnished with the copy. I therefore most respectfully request that the matter may remain in its present condition until I can return here. I think you will not hesitate to concede this to me, under the new aspect of the case, as a matter of justice.

When I left here last fall I was under the impression that a copy of my letter of October 19, 1855, to the Secretary of the Treasury, would be sent to Mr. Clark, that he might state whether what I there state was or was not true. As he was the special agent of the Treasury Department, and therefore disinterested, I considered this due to me. But instead of this, the *Commissioner* has sent it only to the superintendent, of whose conduct I complained, and now, as I understand it, seeks to conclude me by *his* statements in reply, without any steps being taken to ascertain what Mr. Clark will say upon the subject. I have therefore requested the Secretary of the Treasury to send a copy of my letter to Mr. Clark, with the request that he state whether or not it states truly what occurred. I hope this course will be approved by you.

All that I desire is that the *truth* may be arrived at; and I know you will agree with me that justice requires that all necessary and proper steps should be taken to reach that object.

I have the honor to be, very respectfully, your obedient servant,

R. W. THOMPSON.

To the PRESIDENT.

Q.

WASHINGTON, *March* 5, 1856.

SIR: The present condition of my business, arising out of the law of the last session of Congress for my relief, is such that I think it due to me that the opinion of Mr. Clark as to the correctness of my letter of October 19, 1855, to you, should be obtained, in order that you may be satisfied that the truth has been arrived at. I therefore, most respectfully, request that you cause a copy of it to be sent to Mr. Clark, with a request from you that he inform you whether or no it is a true statement of facts. I think you will not hesitate to concede this to me as a matter of justice and right.

I have the honor to be, most respectfully, your obedient servant,

R. W. THOMPSON.

Hon. J. GUTHRIE, *Secretary of the Treasury.*

R.

TREASURY DEPARTMENT, *March* 10, 1856.

SIR: Your request of the 5th instant, that a copy of your letter of the 19th October last may be sent to Mr. Clark, for his opinion upon its statements, is received.

I must decline acceding to this request, for the reason that the case is no longer before this department—nor, indeed, since the adoption of the late resolution of the Senate, before any of the executive departments.

Very respectfully, your obedient servant,

JAMES GUTHRIE,
Secretary of the Treasury.

R. W. THOMPSON, Esq.,
Washington, D. C.

S.

TERRE HAUTE, *March* 27, 1856.

DEAR SIR: After the Secretary of the Treasury had received your report of the result of the Menomonee councils held at the Falls of Wolf river, in September last, I addressed to him a letter, dated October 19, wherein I stated, somewhat in detail, circumstances not named by you. As I had hoped and confidently expected that your report would contain a full statement of what occurred, and had not anticipated the necessity of this, I could not but regret that the duty of doing it was devolved upon me. Independently, however, of what was stated by me, there was enough in the admissions of the superintendent to justify the President in determining to disregard the paper repudiating the payment to me, though he did not feel himself authorized, under all the circumstances, to direct the payment of the money.

I was anxious to have my letter submitted to you, that if it contained any erroneous statements or conclusions, you might suggest them, so that they could be corrected; and I requested that a copy of it should be sent you for that purpose. I left Washington in November, with the understanding that it would be so sent, but upon my return there again, last month, found that it had not been done, an omission for which I can readily find apology myself, in the laborious performance of other and higher duties which were about that time accumulating upon the executive department. My last visit was a short one, but before I left I renewed the request, by letter, to the Secretary of the Treasury, but have not yet been informed that he has ever received the letter. However this may be, and in view of the possibility that the letter has not yet been sent you, I hope you will pardon me for calling your attention, in this form, to the few points,

and asking whether or no your recollection of the facts will enable you to corroborate my statement.

1. I stated that I wrote down, at the time they were delivered, the remarks of the superintendent to the Indians, and afterwards, in your presence, submitted a copy of them to him, with the request that he would correct whatever of error it contained; that he took the paper, read it over carefully, made several verbal alterations in pencil and handed it back to me, as a correct report.

2. I stated, also, that I took down, at the same time, what was said by you and all the Indians in council, and, at your request, handed you a copy of my report. Do you know whether the superintendent or any other person reported what was said as fully as I did? Did you not then, and do you not yet, consider my report correct?

3. I stated also, that you told the Indians before they came to any decision, that although you could not advise them, as you did not consider it a part of your duty, yet, if they had any request to make of their great father, in reference to the claim, you would make it for them.

4. I stated also that, at the council on Monday the 10th, Osh-kosh, the head chief, and five other principal chiefs, stated to you that they had "concluded to leave it to the President to decide whatever he thinks is right," and would refer it to him; and that I expressed to you my willingness to have a paper drawn up to this effect; that the superintendent was not willing to it, and that you only declined it upon the ground that you did not consider it a compliance with your duty under your instructions, which required an express assent or dissent.

5. I stated also that after these last named speeches were made, announcing the conclusion of the Indians, you addressed them as follows: "I understand that you have *come to this conclusion*, that you cannot or will not decide this question, but *that you wish to refer it to the President*, your great father," and that to this *the whole tribe assented;* that, thereupon, you immediately presented them with two papers, which you had previously shown me—*one for* and the other *against* the payment; and asked them whether they were willing to sign either; and that when these papers were explained to them, you also told them that after they had signed either of them, as they pleased, they could then sign another paper referring it to the President, if they wished.

6. I stated, also, that after this explanation Osh-kosh, the head chief, advanced, and indicated a purpose to sign the paper *for* the payment of the claim; but that, at that moment, some unauthorized person spoke to the Indians, in their language, and he hesitated; that the superintendent then interfered, claiming that the matter was not understood; whereupon you caused it to be explained again, after which the paper *against* the payment was signed.

7. And I stated, also, that immediately after this paper was signed, and in order to carry out your suggestions to the Indians, I drew up a paper in these words: "We agree that our great father, the President, shall pay Mr. Thompson what he thinks his services are worth; and ask him to decide for us;" and that you, fairly and consistently with

your promise, caused the paper to be interpreted to the Indians; that, just at this point, the superintendent asked to see the paper, and it was handed to him; that, upon reading it, he remarked, under excitement: "Mr. Clark's mission here is at an end. He has got the answer of the Indians, and I am now *captain* here, and no other proceedings must be conducted here without my consent. I object to having any such paper signed, as the instructions of the Secretary have been complied with." That you promptly rebuked him by saying that you should conduct the council in your own way, as you had called it, and again had the paper read to the Indians; but that they had become confused, and hesitated, whereupon, your patience being worn out by the delay, the council was broken up and the Indians dispersed.

Are these several statements correct or not?

I need not say that these matters are important; your own knowledge of the transaction will enable you to know that they are so; therefore you will pardon me for calling your attention to them, and for requesting, at your earliest convenience, an answer to the foregoing interrogatory.

Please direct your reply to me, at "Brown's hotel," Washington.

Very respectfully, your obedient servant,

R. W. THOMPSON.

Hon. SAMUEL CLARK,
Kalamazoo, Michigan.

T.

KALAMAZOO, *April* 12, 1856.

MY DEAR SIR: I have received your letter of March 27, in reference to your claim against the Menomonee Indians, in which you ask me to reply by letter to certain questions. *My recollection of what took place at the council in many respects corresponds with your own.*

Considering my position in the matter, I prefer to wait for the communication from the Secretary of the Treasury before answering said questions. This course I think will be most proper for me to take.

Very truly, yours,

SAMUEL CLARK.

Hon. R. W. THOMPSON.

U.

WASHINGTON, *April* 18, 1856.

DEAR SIR: I have just received your letter of the 12th instant, for which I thank you.

Since my arrival here, last night, I have received a letter from the Secretary of the Treasury, informing me that as all the papers in my

case have been laid before the Senate, in answer to a call of that body, he does not consider it as now before either of the executive departments, and, therefore, does not feel himself at liberty to act any further in the matter at present. For that reason he declines to address to you the communication desired by me, and to which I referred in my letter of the 27th ultimo.

This imposes upon me the necessity of requesting a somewhat more definite answer to the inquiries contained in that letter, as there is no other mode left me of procuring your statement, the importance of which, to a just and full understanding of the whole matter, you cannot fail to see. If I could perceive anything in your position that would render it at all delicate for you to do so, I assure you I would not ask it. But as your official relation to the business has terminated, and the inquiries I have made are collateral to the main object of your appointment, it occurs to me to be manifestly proper that I should have your opinion of the correctness of the statement I have made.

In making that statement, I have been doubtless influenced more or less by the personal interest I have involved, which it is almost impossible for any man to avoid. But as I am conscious of having designed to state the facts just as they occurred, I am the more anxious to have your understanding of them, that, if erroneous, my statement may be corrected, and if I have done unintentional injustice to any of the parties concerned, the wrong may be repaired before the matter is finally disposed of; for I would prefer to lose the whole of my money rather than do an unmerited wrong to any man, or to hesitate about repairing it when convinced that I had undesignedly done so.

I hope then, my dear sir, that you will properly appreciate my motives in this renewal of my request, and that you will not longer hesitate to comply with it under the peculiar circumstances. And if you shall conclude to do so, you will please pardon me for asking an *immediate reply*, as the case is now in such a condition that much longer delay is impracticable, if indeed, I shall even succeed in getting it delayed long enough to hear from you.

Most respectfully, and truly, your obedient servant,

R. W. THOMPSON.

Hon. S. CLARK,
Kalamazoo, Michigan.

V.

This is amongst the papers; one of the exhibits accompanying the letter of the Commissioner, of date December 22, 1855.

W.

This is also amongst the papers; accompanying my letter to Secretary of Treasury of October 19, 1855.

X.

WASHINGTON, *February* 17, 1855.

SIR: In answer to yours of this date, I have to state that I was present on the 20th and 21st July, 1853, at the payment made to the Shawnee Indians by agent Robinson. I was there at the request of the agent to assist in making the payment.

In answer to your inquiry whether you made a speech to the Indians on either of those days or not, I have to state that *you did not.* I understood that you made a speech to the Shawnees some ten days previous to that time.

Yours, respectfully,

J. W. WHITFIELD.

R. W. THOMPSON, Esq.

Y.

WASHINGTON CITY, *February* 17, 1855.

DEAR SIR: Your favour of this date is just received, and, as requested, I return an immediate reply to the interrogatories therein proposed.

I was present during the first day of the payment to the Shawnees in 1853, commencing on the 20th July, and attended the public council of said Indians, held on the ground, just before the commencement of said payment.

You made no speech or any remarks whatever to, or in the hearing of, said council, during the time I was present, nor did I *hear of your having made any such speech or remarks.* And I have no hesitation in stating the belief that you could not have done so without my having known or heard of it. I heard of no other speech being made to said Indians on that day but that delivered by their agent, Major Robinson, and a few remarks made by superintendent Cumming.

Very truly, your obedient servant,

S. H. WOODSON.

Col. R. W. THOMPSON.

34TH CONGRESS, 1st Session. } SENATE. { EX. DOC. No. 73.

REPORT

OF

THE SECRETARY OF WAR,

COMMUNICATING,

n compliance with a resolution of the Senate of the 14th instant, a copy of the report of Lieutenant Colonel Graham, respecting the improvement of the navigation of the flats of St. Clair river.

MAY 20, 1856.—Read, ordered to lie on the table, and be printed.

WAR DEPARTMENT,
Washington, May 19, 1856.

SIR: In compliance with the resolution of the Senate of the 14th nstant, I have the honor to transmit herewith a copy of "the report f Lieutenant Colonel Graham of the topographical corps, respecting he improvement of the navigation of the flats of the St. Clair river."

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. J. D. BRIGHT,
President, pro tem., of the Senate.

No. 138.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, May 14, 1856.

SIR: I have the honor to transmit to you, herewith, a duplicate of my report on the St. Clair flats improvement, including an account of the operations in relation thereto, to include the year 1855.

I am, very respectfully, sir, your obedient servant,

J. D. GRAHAM,
Major Top. Eng., Brevet Lieutenant Colonel,
Superintending Engineer.

Colonel J. J. ABERT,
Chief Topographical Engineers, Washington.

ST. CLAIR FLATS IMPROVEMENT.

Report of Brevet Lieutenant Colonel J. D. Graham, Major corps of Topographical Engineers, made to Colonel J. J. Abert, Chief Topographical Engineers, on the improvement of the navigation over the St. Clair flats, Michigan, including the operations for that object for the year 1855; *and recommending a plan, with estimates, for future operations, together with statistics shewing the amount and value of the commerce and navigation which passed over these flats in the year* 1855; *and the importance of the improvement as a measure of military defence of the national frontier.*

The plans for this important improvement were first digested, and presented for consideration, by the late and much lamented Captain Augustus Canfield of the corps of Topographical Engineers. It was after his death that my command was extended to embrace the Lake St. Clair harbor improvements.

The report of Captain Canfield upon this subject, dated September 1, 1853, will be found in the printed Senate Document No. 1, (executive) of the 33d Congress, first session, part 3d, pages 145 to 150.

The action of the Board of Topographical Engineers thereon will be found in the same volume, pages 208 and 209.

Captain Canfield's examinations and discussions were extended to three separate projects for cutting and preserving a ship channel through the "Flats" which obstruct the entrance of vessels drawing over six feet of water, into the South Pass of the river St. Clair. These were denominated, the EASTERN, the MIDDLE, and the WESTERN CHANNEL of the SOUTH PASS. Separate estimates were presented by him, in detail, of the cost of opening a channel twelve feet deep through each of these approaches to the South Pass, both for a width of 300 feet and for one of 600 feet, in each case. He concludes by recommending to preference the adoption of the Middle approach or channel to the South Pass, and that it should at first be opened to a width of 300 feet only, and protected on each side by piles one foot square, driven close together. He adds that the width of channel-way may easily be increased at a future time, should the requirements of navigation demand it.

This project was, after a full examination of the subject by the Board of Engineers, recommended for adoption, and it was adopted by the War Department as the plan of improvement to be carried out. The cost of the improvement, to the extent above mentioned, was estimated by the Board of Engineers at the sum of $45,000.

This estimate was independent of the cost of a steam-power dredging machine, which had already been constructed out of a previous appropriation. Such were the proceedings in behalf of this proposed improvement before the subject became committed to my attention by the instructions of April 25, 1854.

No appropriation existed then, nor has any been granted since, for carrying on this work. In November, 1854, I inspected the locality and found the depth of water and the state of the obstructions to nav-

igation very much as they are represented in the survey of Captains Macomb and Canfield, made in November, 1852.* A full report upon this inspection, and upon the condition of the public property appertaining to this improvement, was embraced in my general report, No. 73, to the bureau, of April 29, 1855.

In September, 1854, no appropriation having then been obtained for this work, the board of engineers made a second report, with a view, apparently, of reducing the estimates for it, so as to meet the means which it was proposed to raise by private enterprise for carrying it on. This reduction was based upon a proposition to dispense with all structures, (either close piling or crib work,) for the purpose of defending the sides of the proposed cut from being abraded, to the detriment of the channel-way, by the action of ice in winter, or by the wash of the lake waves. This would leave the expense of the dredging alone to be provided for. The estimate for a channel-way 300 feet wide presented by the board, under this modified plan, was for $27,232; and for a channel-way 600 feet wide under the same system, $59,663.† Even under this reduced system no appropriation was granted for this work.

I have not anywhere seen a statement, based upon real data, of the extent of the commerce whose prosperity and interests are actually involved in this improvement, and I do not think it has been fully appreciated. A proper understanding of it is essential, however, in connexion with the discussions of the proper capacity and consequent necessary cost of the work. I have, therefore, spared no pains, nor have I begrudged any time that were necessary in obtaining correct statistics shewing the amount and value of this commerce during the period of navigation of the year 1855. They will be apposite to the discussion of some points which will be most respectfully submitted for consideration in connexion with this subject.

On the opening of the season of navigation in the spring of 1855, the citizens of the chief commercial ports of the western lakes, most interested in the removal of the obstructions to navigation at St. Clair Flats, appointed delegates to attend a convention at Buffalo, in the State of New York, to take into consideration the subject of this improvement, and to raise the necessary funds for carrying it into effect, to such extent, at least, as would relieve them from the most pressing restraints then existing against their navigation and commercial activity. Application was made by the committee for the port of Chicago for authority to use the United States steam-power dredging machine, under the direction and supervision of this office, in aid of the undertaking.‡

This led to the proceedings which are detailed by the accompanying correspondence, to which I beg leave to refer. It will there be seen that the first step to be taken preparatory to commencing the dredging, was to repair the engine of this machine, which had suffered

---

* See the printed map bound up in part 4th of Senate Doc. No. 1, (Executive,) of the 1st session of the 33d Congress, containing the maps referred to in the reports from the heads of departments, accompanying the President's message of December, 1853.

† See Senate Doc. No. 1, (Executive,) 33d Congress, 2d session, part 2d, pages 327 to 330.

‡ See Colonel Graham's report, No. 74, and document A, thereto attached, to the Topographical Bureau, of May 12, 1855.

somewhat from its having been sunk under water, as stated
reports Nos. 55 and 73, to the bureau, the first made on the
November, 1854, and the other on the 29th of April, 1855.
repairs were made at the expense of the committee appointed
delegates to act for them, and the dredging of the middle ch
the South Pass*—or that which had been adopted by the W
partment under the recommendation of the Board of Engine
Topographical Bureau, as the one to be improved—was com
the latter part of July, 1855. The work was conducted un
immediate supervision of Frank Williams, esq., civil engi
Buffalo, who had been selected by the committee of the dele
make the examinations of the nature of the work, and the e
for them. He acted under the general direction of this office,
accordance with the instructions hereto attached, marked N 2

The dredging was confined to the cutting of the channel, C
map G, No. 34, herewith presented) sixty (60) feet wide, w
design of making it wider on completing the first cut, from
depth in the lake to the same depth in St. Clair river. The
cutting was set at thirteen (13) feet in order to allow somethi
slight filling up from the wash of the lake waves, should su
place.

The dredging was much interrupted by the unusually storm
of the season, which has so often been adverted to in precedi
of this report, when treating of the operations at other
From this cause no work of any consequence was done after
mination of the first week of October, although the dredging
remained in position for work until the 28th day of that
The result was, that nineteen thousand five hundred and eig
(19,589) cubic yards of soil were excavated and removed from
posed channel-way. Although the extent of the improveme
produced, was not so great as had been anticipated before t
was begun, yet even this effect was of an appreciable benefit
merce, because it gave a narrow channel carrying nearly
through it, and over the flats, from deeper water in the lake t
in St. Clair river. Should it be found on the opening of sprin
have been injured by the wash of the lake waves since the d
was discontinued, it will be quite practicable during the season
to give a narrow channel, twelve feet deep, clear over these
provided the necessary funds are granted by an early appro
for that object. Such an effect would be hailed as an impor
to the commerce of the great lakes.

The nature of the soil to be removed has proved to be mo
cious and more difficult than has heretofore been estimated.
of being light sand throughout, to a depth of twelve feet, M
liams reports it "to be of two kinds, viz: on the surface, a
depth of two to three feet we find (he says) a clear, coarse sa
low this, there is a deposite of sand and clay, very firm, so th
quires the whole working force of the engine to drive the buc
it."—(See report, marked N 26, hereto attached.)

* See map G, No. 33, herewith submitted.
† See reports marked N 29, N 31, and N 32, hereto attached.

From this experiment I am compelled to increase the estimate for the necessary dredging, in continuation of this improvement, from twelve and a half cents per cubic yard to double that rate.

Mr. Williams informed me that the dredging already done cost at the rate of thirty cents per cubic yard.

The expense of the preliminary preparations, and the stormy nature of the season often interrupting the work, probably enhanced the cost somewhat beyond what it would be in future. I therefore put it in the accompanying estimate, marked N 35, at the rate of twenty-five (25) cents per cubic yard. The number of cubic yards, yet to be excavated is 110,133.

This estimate calls for an appropriation for excavating a channel 300 feet wide and 12 feet deep through the middle approach to the South Pass, including the necessary appliances and the requisite repairs of the dredging machine before commencing the work, of $46,159 07; that is to say, forty-six thousand, one hundred and fifty-nine dollars and seven cents.

The bureau is aware that there is no balance existing applicable to this work, or to contingent expenses relating to it. The above estimate is confined to the last approved plan, (see Docs. N 9 and N 10 hereto attached,) which is limited to dredging only, as the first work to be executed.

I must, however, remark, that I think the opinion of Colonel Abert, chief topographical engineer, expressed in his letter to the War Department of September 30, 1854, in regard to this improvement, is well founded, and ought to prevail, namely:* that it will be necessary to protect the artificial or dredged channel-way by appropriate defensive works, in order to prevent its being filled by deposites of sand that will otherwise be carried into it by the action of the lake waves in rough weather. The report of the board of engineers, as I understand it, does not positively reject all protection of the artificial channel-way, but it rather proposes, as a measure of proper economy, to defer it until it shall be shown by experience to be requisite.

Viewing this point as the most important to be investigated in the earliest stage of the improvement, I gave to it all the attention that was in my power to bestow in November last.

While we must admit the justice of the view taken by the board, that it would savor of extravagance to erect these protecting works, provided they can be dispensed with, yet, on the other hand, it should be borne in mind that to open the proposed channel-way will of itself be a costly operation, and unless we guard it as we progress, we may lose its benefits to commerce entirely, together with the money it will have cost. I would therefore respectfully suggest that this point should be regarded as the preliminary first of all to be settled.

On the 13th November ultimo, aided by Captain J. N. Macomb, of the corps of topographical engineers, who very kindly took part in the operation, and furnished the boats and crew belonging to his equipment for the survey of the lakes, I made a close examination and survey of the state of the channel which had been cut out by

* See a *copy of this letter*, hereto attached, marked N 8.

dredging, between the last of July and the last of October previous. The depth to which it was originally cut, as reported by Mr. Williams, was thirteen (13) feet.

The result of the soundings taken by Captain Macomb and myself, on the 13th of November, is shown on the accompanying map marked G No. 35. It will there be seen that the depth of a portion of the dredged channel had diminished as much as one and a half to two feet, and that the average diminution throughout was one foot within an average period of thirty-seven days, deducting the portion of October in which no dredging was done.

This diminution was, no doubt, caused by the action of the lake waves on the sandy bottom during the strong gales of wind which prevailed to so great a degree throughout the past summer and autumn. The result indicated by the survey is sufficient, I think, to show the necessity of protecting the artificial channel-way by works of a permanent character, capable of resisting, for an indefinite period, the action of the lake sea. Although this action is not so forcible as upon the great lakes, yet it is one of almost perpetual duration. The sea has here a sweep of eighteen miles throughout four points of the compass, namely: from southeast to south, and of about sixteen miles throughout four points more, namely: from south to southwest. It is true the protecting works will be in shoal water, and close piling of oak timber one foot square, driven at least twelve feet into the soil at bottom, might resist the force of the lake sea in ordinary seasons, and the drifting ice in winter for two or three years; yet there would be but little dependence to be placed upon a structure of this sort for a longer period. The channel, being once opened by dredging, should not be subjected to the vicissitude of being closed or interrupted by breaks in its defences. The immense commerce and navigation looking to a safe outlet here should not be exposed to the probable chances of such disasters.

After having given every attention in my power to the subject, I have respectfully to represent that I do not think the artificial channel, when opened by dredging, can be made secure without the protection of two parallel piers constructed, one on either side of it, in the usual way. I therefore recommend this as the character of the improvement to be adopted. These piers would have a total length of 7,880 feet—that is to say, the pier on the northwest side (see the line A E on map G No. 35) would be 3,880 feet long, and the pier on the opposite or southeast side would be 4,000 feet long. It is recommended that the cribs to form this pier-work should be each twenty feet wide, and seventeen feet high from bottom to the flooring at top, thus making the flooring five feet above the water surface, and that they be constructed in conformity with the drawings given on the accompanying sheet marked G No. 19, except in regard to the bolting, which should be of round wrought iron one and a half inch in diameter and arranged as is shown in sheet G No. 21.

The cut-out channel thus protected would tend to prolong the current from St. Clair river with sufficient velocity to aid greatly in keeping it open.

If it were practicable to perfect the defence of this channel within

a reasonable time by the pier work alone, it would be the more economical plan to do so, and to dispense with close piling altogether. But, considering the amount of work necessary to be accomplished in building the piers, it would occupy at least five and a half years,* with all the activity that could be used during the working seasons.

The immense amount of commerce before alluded to, and which is shown by the accompanying statistics to be dependent upon this channel for its prosperity, ought not to be subjected to so long a delay in securing its practical benefits.

The States of New York, Pennsylvania, Ohio, Michigan, Indiana, Illinois, and Wisconsin, and the territory of Minnesota, have their shores washed by the great inland seas, whose intercommunication, by ship navigation, is much interrupted by the want of a safe and sure channel over these flats.

The States of New York, Pennsylvania, Ohio, and a portion of Michigan, on the one side, are crippled in their important commercial relations with the remaining portion of the State of Michigan, and with the States of Indiana, Illinois, and Wisconsin, and the territory of Minnesota, on the other side, by this intervening obstacle. Something would seem, then, under the purview of the Constitution, to be necessary to be done, in order to regulate the commerce between these States. Viewed in this light, the subject becomes one of great public concern.

The value of the articles of commerce and navigation which passed over these flats during the two hundred and thirty days of open navigation, in the year 1855, say between the middle of April and the 1st of December, will be presently shown to have amounted to the immense sum of $259,721,455 50; that is to say, two hundred and fifty-nine millions seven hundred and twenty-one thousand four hundred and fifty-five dollars and fifty cents. Or, per day, during the navigable season, $1,129,223 72. The improvement, then, when undertaken, should be executed with a degree of permanency and celerity combined, commensurate with its importance and the magnitude of the interests involved.

To accomplish these ends, I would respectfully recommend that the dredging be commenced without delay, and be pushed forward with all possible energy; that close piling be commenced at the same time and pushed forward on the line B F, (see map G No. 35,) so as to afford a temporary protection to that channel as fast as the latter shall progress. In this way a narrow channel of 12 feet in depth, capable of letting the largest class of vessels through, would be opened the first season, together with aprotection on the southeast or windward† side, that would prove efficient for at least two and a half or three years.

At the same time, the northwest or leward pier should be com-

* This would be at the rate of 44 to 45 cribs finished and sunk in position in each working season, which is a very large allowance.

† It is not meant by this expression that southeast winds are more prevalent, or that they blow with more force than northeast or northerly winds, but that the effect of southeast winds will be greater upon the work because they have a greater sweep over the lake, while those from the northeast and north are sheltered by the land.

menced and extended on the line A E, (map G No. 35) or perhaps on a line parallel with it and 100 feet more towards the northwest.

To complete this pier would occupy 2¾ years. At the end of this period the dredging will have attained a width of 300 feet, with a uniform depth of twelve feet, which is allowing forty thousand cubic yards, as the quantity of this tenacious mixture of sand and stiff soil, that could be excavated in a single season by the use of the single dredging machine now belonging to this work.

Immediately on the completion of the northwest pier, the opposite or southeast pier should be commenced on its appropriate line, for it will then have been decided whether the channel should be limited to a width of 300 feet, or be wider. If 300 feet be fixed on as the limit, the southeast pier will occupy the line of the piling B F, (map G No. 35.)

If a greater width shall be decided on, that pier will be placed so much further to the southeast, and parallel with that line. The piling will, in the latter event, be then removed by either drawing the piles, or cutting them off with a proper machine, even with the bottom of the channel-way.

If this plan were carried out, the following result might be relied on, namely:

1. A channel-way 100 feet wide (considering the dredging already done) and 12 feet deep, capable of letting through the largest class of vessels, together with the close piling on the windward side, and about forty-four cribs, say 1,408 feet in length of the pier on the northwest side, would be accomplished the first season.

2. At the end of the second season 44 additional cribs would be attached to the northwest pier, making its length 2,816 feet, and the 12 feet channel would be widened to 200 feet.

3. During the third season the northwest pier would be finished by adding 33 cribs, (29 of which would be each 32 feet long, and the remaining 4 would be each 34 feet long,) and the 12 feet channel would be increased to a width of 300 feet. Besides which, 11 cribs would be built and placed on the line of the southeast pier, giving it a length of 352 feet.

4. During the fourth season 44 cribs would be added to the southeast pier, making it 1,760 feet long, and the 12 feet channel would be widened to 400 feet, if required, by the conditions of the approved plan.

5. At the end of the fifth season the southeast pier would, by the addition of 45 cribs, have a length of 3,200 feet, and the 12 feet channel would, if required, have a width of 500 feet.

6. By the middle of the sixth season the southeast pier would be finished to its required length of 4,000 feet, and at the end of that season the full width of 600 feet of channel-way would be accomplished, having a uniform depth of 12 feet.

The only difference in cost between a width of 300 and 600 feet for the channel-way would be $27,533 25, arising from the double quantity of dredging.—(See the concluding remarks in estimate N 35.)

I would respectfully suggest that more exact information than we now possess should be obtained respecting the probable ratio of in-

crease of navigation in future years, and the actual velocity of the current ejected from the mouth of St. Clair river, before deciding upon this question of width. It can be obtained on the opening of the ensuing season of navigation early enough not to delay in the least the commencement of the work on either plan. There is no doubt that a width of 300 feet is quite sufficient for the commerce of this day, but the vast increase of trade within the last five years, indicated by accompanying statistics, combined with the fact that not one-fifth of the agricultural resources of the country which gives birth to this trade are yet developed, admonishes us to study this question of statistics and the hydraulic force of the river before we undertake to reject the greater width of 600 feet. It is very important, if consistent with these elements, that an artificial channel-way should be secured that will admit the passage of vessels with safety at night; otherwise, the detention to active commerce passing here will be seriously felt. The necessary beacons to aid in this night navigation have been well digested and presented by the late Captain Canfield, of the corps, and may be considered as well settled.*

I imagine an important question to arise in the minds of those interested in this improvement upon a plan as economical, as to cost, as may be consistent with efficiency. It is as follows: Why will not the close piling, with oak timber one foot square, be sufficient to protect permanently the sides of the artificial channel-way, and thus save the expense of the pier work?

The importance of this question has been constantly before us in our examinations of the locality and while studying the nature of the improvement.

We have endeavored to digest it well in our own mind, and we are satisfied that the close piling would be destroyed, or so much injured in the course of three or four years by the action of the drifting ice in winter, that the channel-way would be liable to frequent obstructions altogether inadmissable in so important a line of commerce; the expenses of dredging would also have to be frequently repeated.

COST OF THE WORK.

Estimates, in detail, of the cost of the work are herewith presented, as follows:

I.—For a channel-way 300 feet wide, and 12 feet deep, and 3,940 feet long:

1. Dredging, as per estimate marked N 35 - -	$46,159 07
2. For close piling, to protect the south-east side of the dredged channel-way† while the building of the piers is progressing, as per estimate marked N 36 B -	64,469 93

* See Captain Canfield's report to Colonel Abert, chief topographical engineers, of September 1, 1853, and the map and drawings accompanying it, published with the documents sent with the President's message to the 1st session of the 33d Congress, December 7, 1853, parts 3d and 4th.

† Another estimate, marked N 36 A, is also herewith presented, showing what would be the cost of two parallel rows of close piling, one on each side of the artificial channel-way, amounting to the sum of $93,837 21.

3. For two parallel piers as a permanent protection to the channel-way, the one 3,880 feet, and the other 4,000 feet long, estimate N 37 - - - -	$391,829 43
Amount required for a channel-way 300 feet wide	502,458 43

II.—For a channel-way 600 feet wide, and in all other respects like the above:

1. Dredging, as per the remark in the closing part of estimate N 35 - - - - - - - -	$76,692 32
2. Close piling on the southeast side of the channel-way, as before - - - - - - - -	64,469 93
3. For the two piers, as before - - - - -	391,829 43
Amount required for a channel-way 600 feet wide	532,991 68

That is to say, five hundred and thirty-two thousand nine hundred and ninety-one dollars and sixty-eight cents.

I recommend that this last mentioned sum be asked for in behalf of this important work, and I will proceed to submit my reasons.

They are based on,

I. *The annual amount of commerce and navigation requiring a free passage over St. Clair flats.*

When the subject of this improvement was committed to my attention, all the elements involved in the proper solution of the problem, and estimates of its cost, had been well considered and brought into the discussion except one, and that a very important one, namely: The annual amount of commerce and navigation requiring aid by the improvement. I had sought information of many practical men on this point, but got only vague and unsatisfactory estimates, founded on inadequate data, varying from twenty to fifty millions of dollars.

It appeared important that the matter should be carefully investigated, especially as it was one involving the interests, both agricultural and commercial, of so many States of the Union. Besides those States named, Iowa, and a part of Missouri are interested in it, because the farmers of these States send annually a considerable amount of grain over this route to the eastern Atlantic markets.*

I therefore determined to send an assistant to the principal lake ports to obtain from the custom-house, warehouse, and mercantile books, the actual statistics of the commerce and navigation of these ports respectively, which passed over St. Clair flats during the season of navigation in the year 1855. That season may be considered as having opened on the 10th of April, and as having closed on the 6th of December, 1855, making its duration 230 days.

The result of these investigations will be found in the accompanying statements marked from N 38 to N 52, inclusive. They embrace the ports of Buffalo, Oswego, and Ogdensburg, in the State of New

* Nebraska and a large portion of Kansas will also be much interested in this improvement when their agricultural resources shall become developed. Most of their grain will go over this route, to the eastern Atlantic markets.

York; Erie, in the State of Pennsylvania; Cleveland and Toledo, in the State of Ohio; Detroit, in the State of Michigan; Chicago, in the State of Illinois; and Milwaukie, in the State of Wisconsin. The items appertaining to the other ports on Lake Michigan are absorbed in the statements under the above mentioned heads, and care has been taken not to count the same items twice, under the varying heads of "imports" and "exports," or "receipts" and "shipments." For instance, having obtained at Chicago and Milwaukie the amount of the trade, both by imports and exports, with the port of Buffalo, on going to Buffalo to obtain the statistics there, the articles which came from or went to Chicago and Milwaukie were left out of the count under the Buffalo head, and so on, throughout; what was once counted as imports or exports from one port to another, was not again counted under the reverse title, on going to that other port.

This investigation of the amount of commerce and navigation over St. Clair flats for the year 1855 has involved of itself a close examination and analysis of eighty-five thousand two hundred and forty (85,240) pages of large folio counting-house manuscript books, besides twenty-one thousand eight hundred and thirty-four (21,834) ship masters' manifests. Not a quantity has been introduced into our aggregates that has not been thus obtained from actual data. My assistant in this great labor was Captain Edward Kelly, of Chicago, who performed his duties in a faithful and highly satisfactory manner. All his returns were critically reviewed, under my immediate supervision, in this office, and approved.

The following results are shown:

1. The value of enumerated articles of merchandise received at the port of Chicago, Illinois, which passed over St. Clair flats in the year 1855 was, as per accompanying statement, marked N 38 - - - - - - - - - $91,771,717 98
2. Value of enumerated articles of merchandise shipped from the port of Chicago, Illinois, which passed over St. Clair flats in the year 1855, (statement N 39,) - - - - - - - 21,928,530 91
3. Value of enumerated articles of merchandise received at the port of Milwaukie, Wisconsin, which passed over St. Clair flats in the year 1855, and not included in any preceding enumeration, (as per statement marked N 40,) - - - - - 14,065,507 08
4. Value of enumerated articles of merchandise shipped from the port of Milwaukee, Wisconsin, which passed over St. Clair flats in the year 1855, not included in any preceding enumeration, (see statement N 41,) - - - - - - 8,738,936 75
5. Value of enumerated articles of merchandise received at the port of Detroit, Michigan, which passed over St. Clair flats in the year 1855, not included in any of the above enumerations, (see statement marked N 42,) - - - - - 676,764 50
6. Value of enumerated articles of merchandise shipped from Detroit, Michigan, which passed

over St. Clair flats in 1855, not included in any preceding enumeration, (see statement marked N 43,) - - - - - - - - - -	$21,005,626
7. Value of enumerated articles received at Toledo, Ohio, which passed over St. Clair flats in 1855, not before enumerated, (see statement marked N. 44,)* - - - - - - - - - -	145,325
8. Value of enumerated articles received at the port of Cleveland, Ohio, which passed over St. Clair flats in 1855, not enumerated before, (see statement N 45,) - - - - - - - -	2,354,683
9. Value of enumerated articles shipped from Cleveland, Ohio, which passed over St. Clair flats in 1855, not before enumerated, (see statement marked N 46 - - - - - - - - -	†9,247,812
10. Value of coal (32,391 tons) shipped from the port of Erie, Pennsylvania, which passed over St. Clair flats in 1855, not before enumerated, (see statement N 47,) - - - - - - - - -	161,955
11. Value of enumerated articles received at the port of Buffalo, State of New York, which passed over St. Clair flats in 1855, not before enumerated, (see statement N 48,) - - - - - -	2,867,407
12. Value of merchandise shipped from the port of Buffalo, New York, which passed over St. Clair flats in 1855, not before enumerated, (see statement N 49,) - - - - - - - - -	76,560,000
13. Value of enumerated articles of merchandise received at the port of Oswego, New York, which passed over St. Clair flats in 1855, not before enumerated, (see statement N 50,) - - - - -	19,200
14. Value of lumber (497 M feet of) received at the port of Ogdensburg, New York, which passed over St. Clair flats in 1855, not before enumerated, (see statement N 51,) - - - - - - - -	9,940
15. Value of merchandise shipped from the port of Ogdensburg, New York, which passed over St. Clair flats in 1855, not before enumerated, (see statement N 52,) - - - - - - - -	1,614,300
Total value of merchandise and agricultural produce known to have passed over St. Clair flats during the 230 days of navigation in 1855 - - - -	251,167,705
Or, per day, during the season of navigation, in 1855 - - - - - - - - - - -	1,092,033

* The books at Toledo showed no shipments from that port, over St. Clair flats, that not included in receipts stated at other enumerated ports.

† It was impossible, without devoting a very long time to examine various records at C land, to get an accurate statement of all the shipments over St. Clair flats from that in 1855. The list contained in statement N 46 falls far short of the whole. It is bel that the value of articles shipped from Cleveland, Ohio, that went over St. Clair flats is year 1855, was full fifteen millions of dollars (15,000,000). We, however, limit our v tion, introduced into our aggregate, to what was actually obtained from authentic rec although we know they were not complete.

It is shown by the foregoing facts that the cost of the improvement, according to the plan above recommended, and for a channel-way full six hundred feet wide, will be less than the average value of merchandise and agricultural produce which passed over St. Clair flats during each half day of the navigable season of the year 1855.

It is making no more than a reasonable allowance, for the effect of the obstruction to commerce now existing at St. Clair flats, to say that had that obstruction not existed, the value of the merchandise and produce that would have passed in 1855 would have been full fifty per cent. more than it actually was, or that it would have amounted during the navigable season of 1855 to $376,751,558 95. This would have been an average value per day of $1,638,050 25, or per day more than three times the estimated cost of the work, to be done in a permanent manner, and with a channel-way six hundred feet wide and full twelve feet deep.

It should be borne in mind that such a channel would admit as free and safe a navigation at night as during the day. In the present state of the flats, no navigator ever thinks of attempting to pass them, except by day light. This cause of detention, added to that of vessels grounding during their attempts at a day passage, and remaining aground, often for several days, before they can be got afloat and tugged over, actually shortens the navigable season to quite one half of what it will be when the improvement shall be completed, in the manner that shall best obviate all the difficulties.

In drawing our comparisons between the relative cost and the benefits to be derived from this improvement, if accomplished in a permanent manner, we have, so far, confined our estimate of the benefits to an exhibit of the amount and value of the merchandise and agricultural produce which passed over these "flats" in the year 1855; or, in other words, to the amount of capital invested in these commercial commodities. But there is still another species of capital of great value, which is equally involved and equally interested in this improvement. It appertains also to all the States already enumerated as bordering on these great lakes. We allude to the tonnage, or shipping, which is constantly employed in carrying those commercial and agricultural commodities over St. Clair flats. The capital invested in this kind of property is as much entitled to consideration and protection as the other two.

We, therefore, present an analysis of it as far as we have been enabled to obtain it from actual data. We are, however, aware that this presentation falls short of its full amount, because some of the lesser ports on the lakes, engaged in shipping over the flats, could not, for want of time, be visited in order to obtain their commercial statistics.

The amount and value of the tonnage which was thus employed during the navigable season of the year 1855 is shewn, as far as could with certainty be ascertained, by the accompanying statements, marked from N 53 to N 70.

Statement N 53 is an exhibit of the tonnange of each of the districts of Chicago, Milwaukie, Detroit, Cleveland, Buffalo, Oswego and Ogdensburg, New York, employed in trading over St. Clair flats,

and shewing the valuation or actual cost of building and equiping the said vessels.

The aggregate tonnage of these vessels amounts to (N 53) - - - - - - - - -	195,375 tons.
The first cost of these vessels and their equipment amounts to - - - - - - - -	$8,553,750 00
This sum added to the value of merchandise and agricultural produce before given, viz: - -	251,167,705 50
Shows the amount of capital invested in commerce and navigation, which passed over to St. Clair flats in the year 1855, to have been - - -	259,721,455 00

Statement N 54 shows that the amount which accrued on freights of merchandise and agricultural produce shipped over St. Clair flats in American vessels in the year 1855, was $13,761,840 00.

And in foreign vessels trading with American ports $551,256 00.

These results are derived by allowing six dollars per *register* ton as the price of freights upon the amounts of tonnage that passed over the flats to and from the ports mentioned in the districts of Chicago, Milwaukie, Detroit, Cleveland, Buffalo, Oswego and Ogdensburg, as shewn in the accompanying statements marked from N 55 to N 70 inclusive. These sums are, of course, the gross amounts of the receipts accruing on freights.

The nett proceeds would be the difference between these sums and the expenses of navigation, such as the hire of crews, insurance on the vessels, repairs, tugging off St. Clair flats when aground, losses from detention while thus aground, pilotage, harbor fees, &c.

Among these enumerated expenses, that which arises from the detention, damage and towage by steam tugs, caused by the obstruction to navigation at the flats, is the one regarded as the most onerous by the navigators, the merchants, and the farmers of the nine States and one territory before mentioned.* They all have to bear a portion of the additional charges which arise from this cause. The farmer has, however, the most oppressive part of the burden to bear, because the navigator clears himself in a great measure by his increased charges for freight, and the merchant by increasing his prices at retail on account of the losses by the detention and risk growing out of this obstruction to navigation. But the farmer is compelled to be governed by current prices for his grain, and the diminution of price allowed him by the shipper on account of the contingencies due to the want of free navigation over the flats is a direct tax on the fruits of the farmer's industry.

The increase on the rates of freights owing to the obstructions, as it now exists, may be estimated at full fifteen (15) per cent., or annually to the sum of $2,064,276. Full two-thirds of this amount falls on the farmers.† They may therefore be said to pay an annual tax

* The States of New York, Pennsylvania, Ohio, Michigan, Indiana, Illinois, Wisconsin, Iowa and Missouri, and the territory of Minnesota.

† It will be remembered that the farmer is burdened in a two-fold capacity, viz: first, as a producer; and, second, as a consumer.

on their produce and necessary articles of consumption, arising from this obstruction, of $1,376,184; which is more than two and a half times the estimated cost of the work upon the most extended plan proposed.

We have endeavored, in the foregoing remarks, to show the great importance of this improvement to the agricultural, commercial, and shipping interests of a very considerable portion of the people of the United States. The estimate which we present of its cost, upon a safe and durable plan, compared with the amount and value of the commerce which daily demands an easy passage over this great thoroughfare of trade, shows how small the sum required for its accomplishment is, in comparison with the interests involved, and the benefits to be derived from it when completed.

But there is still another and a far more important feature which attaches to this improvement, giving it a peculiar claim to attention. It is—

II. *The importance of improving the channel over St. Clair flats, viewed as a necessary element in the military defence of the national frontier.*

War is a calamity which every wise statesman and every good citizen will, by all rightful means, endeavor to eschew. But it is an evil not always to be avoided; and when it comes, it is not unfrequently when least expected. It certainly ought not to be when a nation is unprepared for it. The history of all ages shows that preparation is one of the surest means of prevention, as well as of success, if it come.

This peaceful remedy is peculiarly applicable to our extended northern frontier, stretching over a length of twelve hundred miles of ship navigation through the great lakes. Since the opening of the Saut St. Marie canal, the only obstacle to the co-operation of armed fleets, which, in time of war, would be placed upon Lakes Superior, Michigan, and Huron, with that which would be on Lake Erie, is at St. Clair flats.

That obstacle removed, and a depth of channel of twelve feet obtained there, war steamers of the largest class which would probably be placed on these lakes would have a free navigation from Buffalo, at the foot of Lake Erie, to Fon du Lac of Lake Superior.

The locks of the Saut St. Marie canal now admit the passage of vessels of full fifteen feet draught at the highest stage of water, and twelve feet at the lowest stage.

It would be very important that these naval fleets should have the power of concentration, either wholly or in part, at certain important points now rendered impracticable by these intervening flats.

It would, no doubt, often be important as a measure of naval tactics alone. It would as often, again, be equally necessary in co-operation with our land forces. It might even become necessary, and no doubt often would, under the various vicissitudes attendant on war, to depend on the navy to transport our land forces rapidly from one point to another on different sides of the flats. Any enemy, through the

secret emissaries and spies who are always used in times of war, designing a rapid movement in order to concentrate and operate with force upon a given point against us, would find but little difficulty in favoring his scheme by causing a few rods of our railroads to be torn up at several different points, and thus prevent a counter movement, on our part, by land. Our only alternative, then, would be to move by water through the aid of our armed ships. The movements of this sort would not unfrequently be over the St. Clair flats, if they afforded a sufficient depth of channel.

In default of such a channel, the delay and exposure to the attack of a land force, incident to a landing, the making of a short march, and a re-embarcation, would have to be encountered. Such a vicissitude would sometimes be sufficient to cause the defeat of the party which otherwise would be victorious. It might, indeed, be the means of transferring to the enemy the mastery on an important line of operations during a whole campaign, or during the war.

When a work like this subserves the double purpose of military defence in times of war, and of promoting the interests of commerce between several of the States of the Union in time of peace, it would seem to have an increased claim on the attention of the general government. If any work of improvement can be considered national in its character, the improvement of St. Clair flats in the manner proposed may, it is submitted, justly claim to be placed in that category.

Respectfully submitted.

J. D. GRAHAM,
Major Topographical Engineers, Brevet Lieutenant Colonel,
Superintending Engineer, &c., &c.

N 1.

Order assigning Lieutenant Colonel Graham to the direction of the St. Clair flats improvement and other works on Lake St. Clair.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 25, 1854.

SIR: Your superintendence is by order of the Secretary of War extended so as to embrace the United States duties which were under the late Captain Canfield, namely:

1. Certain operations in reference to the improvement of the channel at the St. Clair flats, Lake St. Clair.
2. Certain operations in reference to light-house structures at the same locality.
3. Certain operations in reference to Port Clinton, Lake St. Clair.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Lieutenant Colonel J. D. GRAHAM,
Corps Topographical Engineers, Chicago, Illinois.

N 2.

Colonel Graham to Colonel Abert.

.] OFFICE GENERAL SUPERINTENDENCE, ETC.,
Chicago, May 12, 1855.

I have the honor to submit to the bureau the accompanying
ıarked A, of a communication lately received at this office from
G. W. Rounds, B. S. Shepard, and James Peck, delegates
ıe Board of Trade of Chicago, appointed to co-operate with
ɔpointed at other cities on the western lakes to devise means,
ı private subscriptions, for deepening a channel between Lake
.r and St. Clair river, so as to relieve the extensive commerce
s obliged to pass over the St. Clair Flats, from the great de-
to which it is now subjected, owing to the shallowness of the

delegation asks for the use of the United States steam dredge
ɔw at Detroit, in aid of the undertaking, on conditions speci-
their letter, which induce me to recommend that their request
ıted by the department. In my No. 73, I reported to you the
condition of the engine of the dredge from having been sunk
t came under my custody, and the necessity of immediate re-
The delegates offer to put the vessel in repair, free of expense
Jnited States, if permitted to use it under my direction as the
nent superintending engineer. I explained to them that I
put an agent of my own selection in charge of it, while ope-
with written instructions how to use it, he to be responsible to
to be paid for his services by them. To this they cheerfully
l. We have no public funds that can well be spared, even if
ıle, for making these repairs, and the longer they are deferred
e the engine will deteriorate. The dredge will not be required
ıt Clinton river before the latter part of July, or early part of
and by that time the dredging on St. Clair Flats will have
ıpleted, so that if the application be granted it will result in
l advantage to this private and laudable enterprise, and to the
ıent operations at the mouth of Clinton river. During my
ɔn of the "Flats" in November last, I witnessed the unfortu-
ctacle of a complete barricade of the best channel by the
mber of vessels that were aground, thus preventing others of
lraft from passing, from want of room. I saw, at one time,
s of 60 or 70 vessels all detained at the same time from this
I estimated that the loss to the shippers and producers from
cause, during the last year, to be over half a million of dol-
believe the enterprise now about to be undertaken will afford
ief if the use of the United States dredge be granted under
itions specified, which I respectfully recommend to favorable
ıtion. I am, very respectfully, your obedient servant,

J. D. GRAHAM,
Maj. Top. Engineers, Bvt. Lieut. Col.,
Superintending Engineer, &c., &c.

ɜl J. J. ABERT, *Chief Top. Engineers, Washington.*

A.

[Accompanying the preceding, marked N 2.]

CHICAGO, *April* 27, 1855.

SIR: The undersigned were appointed by the board of trade of this city, as delegates to attend a convention held in the city of Buffulo on the 18th instant, to take into consideration the immediate improvement of the St Clair flats, by private enterprise.

At that convention most of our lake cities were represented, and funds are pledged, and committees appointed to proceed at once with the work. An engineer has been dispatched, and will in a few days furnish us with his views and estimates of the most favorable channel for us to improve, and where the least expenditure of time and money will afford us the desired depth of water. The remoteness of the flats, and the great hazard and expense of procuring dredges and getting them on the spot, induces us to solicit permission from you, or your influence in obtaining from the department, permission to allow us, at our own expense, to proceed at once to put the United States dredge now lying at Detroit in repair, and to use the same under your direction, in deepening which ever channel across said flats shall be deemed most available by the surveyor now on the ground, and the committee who will have charge of the work; our object being to afford the most speedy relief to the restraints now imposed upon our greatly increasing commerce by the obstructions at that point.

And we would respectfully solicit your attention to this matter, and your earnest co-opertion with us to enable us to make the desired improvement with as little delay as possible.

We are sir, with much respect, your obedient servants,

G. W. ROUNDS,
B. S. SHEPARD,
JAMES PECK.
Committee.

Colonel J. D. GRAHAM,
Superintending Engineer, &c., Chicago, Illinois.

N 3.

Colonel Abert to Colonel Graham.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 18, 1855.

SIR: Your letter No. 74 in relation to the use of the United States dredge boat at Detroit, upon the St. Clair flats, having been duly considered, I have the honor to transmit copies of a correspondence on that subject with General Cass and others.*

This correspondence lays down the following principles:

1st. The boat can be so used.

* These documents are hereto attached, marked N 4 to N 13 inclusive.

2d. The conditions of its use are, that parties interested shall be at the expense of putting the boat in good order, making all required repairs, of keeping the boat in good order, and of using the boat.

That the boat is not to be taken from the direction and control of the United States superintending engineer.

That the plan of operations is to be the same as the plan recommended by the United States board of engineers, and as approved by the War Department, which has been communicated; of all which you will be more fully informed by the enclosed copies.

It is considered proper that you should repair to Detroit, in order to consummatethese arrangements, making full report there of to this office.

It is not considered necessary to submit the matter again, to the War Department, unless you should consider that any part of the proposed arrangement should be dispensed with or modified.

Captain Macomb to whom the report and plan of the St. Clair flats was sent, is directed to hold them subject to your orders.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Top. Eng.

Major J. D. GRAHAM,
Corps Top. Eng., Bvt. Lt. Col. U. S. A.
Chicago, Illinois.

N 4.

Colonel Abert to the Hon. Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, September 22, 1854.

SIR: I have the honor to acknowledge your direction to report upon a letter from the Hon. Lewis Cass of the 16th instant.

This letter states that a "committee on behalf of persons interested in the navigation of these lakes," desire permission to use the United States dredge boat built for the purpose of deepening the channel over the St. Clair flats; that these persons are responsible; will do the work at their own expense, and will return the boat in good order. General Cass states "these applicants are business men of character and responsibility, and will make good all their assurances. I should have no hesitation, were it deemed necessary, to become their security for that purpose." no objection occurs to this office to loan the boat as desired upon the conditions that:

1st. The United States shall be at no expense for prepairing the boat for use, and for taking said boat to the locality of the flats.

2d. That the persons to whom said boat is loaned shall be responsible for her safety and shall return said boat in good order, when required.

3d. That the return of said boat shall not be required in less than forty days after said boat shall be received, but said persons, to whom

the said boat shall be loaned shall be responsible for her safety and for her safe keeping, until required to return said boat, which latter period shall not exceed six months after said boat shall have been loaned.

4th. That the said boat shall be employed at the lake St. Clair flats, and on the improvement of such channel as shall be designated by the approved plan of the War Department.

5th. That if required the War Department shall send an officer to mark out the channel to be improved.

The board of engineers upon lake harbors and western rivers has now in hand the proparation of a final report upon the improvement of the St. Clair flats, and the said board, having read this communication, authorizes me to say that it accords with this report.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Top. Eng.

Hon. JEFFERSON DAVIS,
Secretary of War.

N 5.

Indorsement on the above letter.

Is it proposed by the chief topographical engineer to allow the boat to pass from under his control, or only to be employed under the supervision of such person as the government shall choose to put in charge of it, all expenses being provided for and a satisfactory security given against loss to the government?

JEFF'N DAVIS,
Secretary of War.

WAR DEPARTMENT, *September* 25, 1854.

N 6.

Colonel Abert to the Secretary of War.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, September 26, 1854.

SIR: I have the honor to acknowledge a reference to this office of the report of the 22d instant. On reading over the report from this office, I readily admit the necessity of the questions now put, and in order to remove all doubts, and as a substitute for any other plan, it is respectfully proposed that the "committee" referred to in the letter of General Cass be required only to raise requisite funds; to hold these funds subject to the control of such officer or agent as the War Department shall appoint; this officer or agent to expend said funds,

nd to use said boat, for the improvement of the St. Clair flats, in onformity with such plan as the War Department shall approve.

The St. Clair flats work is under the general direction of Brevet Lieutenant Colonel Graham; but, considering his duties on Lake Michigan, it will, I think, be found advisable to have an officer or local agent in the immediate direction of the work on the flats.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JEFFERSON DAVIS,
Secretary of War.

N 7.

Indorsement on the foregoing.

Approved as recommended. The committee will be distinctly informed that no claim to refund the money expended, or for other indemnity on account thereof, is to be based on the acceptance of their proposition to use the United States dredge boat, at their expense, for the purpose of deepening the channel over the St. Clair Flats.

JEFF'N DAVIS,
Secretary of War.

WAR DEPARTMENT, *October* 4, 1854.

N 8.

Colonel Abert to the Secretary of War, on submitting the final views of the board of engineers in regard to the St. Clair flats improvement.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, September 30, 1854.

SIR: I have the honor to submit the final views of the board of engineers (see N 9) in reference to the St. Clair flats. From these views it appears that to make a channel 300 feet wide (exclusive of cost of dredge boat) will require (A) $27,252; and that to make a channel 600 feet wide (exclusive of cost of dredge boat) will require (B) $59,563. In the estimates the board excludes the plan of protecting either or both sides of the artificial channel-way by crib work and sheet piling. It would be a fortunate event if some structure of this kind were not required. In my opinion it is essential and will be required; and, to avoid the evil of removing it in order to enlarge the channel at a future day, the work should, in the first instance, be applied only to one, the permanently fixed side. This consideration

would probably add to the estimate for the 300 feet channel about $5,000, enlarging that estimate (A) to about $32,000. It is also probable (in my opinion) that this protecting work will be required before the dredging be commenced.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps of Topographical Engineers.

Hon. JEFFERSON DAVIS,
Secretary of War.

N 9.

Report of the board of engineers, to the chief topographical engineer, on the plan for improving the channel over St. Clair flats.

OFFICE BOARD OF ENGINEERS
FOR LAKE HARBORS AND WESTERN RIVERS,
Washington, September 25, 1854.

SIR: In relation to the question of improving St. Clair flats, Michgan, a subject recently referred to the board for consideration and a final report, I am instructed to make the following statement, viz:

St. Clair river, at its outlet in St. Clair lake, forms a very extensive delta, occupying an area roughly estimated at 70 or 80 square miles. Within this area the river breaks into numerous branches and enters the lake very much reduced below its original velocity. Owing probably to this diminution of velocity, extensive shoals are found in front of the delta, and in these shoals are channels more or less useful for navigation, but obstructed by bars. The channel presumed to be most convenient for navigation is the south channel or pass, and its subordinate channels named on the charts.

The western channel, the middle channel, and the eastern channel of the south pass.

One of the questions in the present investigations is, which of these channels should be selected for improvement? The board, while engaged upon the estimates for lake harbors for the fiscal year ending June 30, 1855, had before it an item for the improvement of the navigation of Lake St. Clair. It had before it also the report, plans, and estimates of Captain Canfield, late of the corps of topographical engineers, and for the reasons "adduced by Captain Canfield, it was of opinion that the middle channel (of the South Pass) should be adopted for improvement; and, moreover, that the lesser width (300 feet) recommended by him be first opened, and hereafter, should the operation prove successful, and the wants of trade call for a greater width, that it then be increased to at least 600 feet."

Captain Canfield was of opinion that sheet piling should be employed for the protection of the sides of the proposed channel, and the

board in its report admitted this amongst the items which it adopted. He makes, however, the following remarks bearing upon the subject of the composition of the shoals, and the probable permanency of the channels:

"If it is borne in mind that the place is entirely out in the open lake more than a mile and a half from anything like shore, the fact will be apparent that there can be scarcely any perceptible current at that place, not sufficient in any degree to effect the bottom." He says, also, "it is found by the survey of last fall that scarcely any change has taken place in the depth and form of the channel within the last ten years, when the first survey was made." These observations go to justify the opinion that the sides of an artificial channel would not probably require protection, if they were cut to the same slope as that which we already find standing in the natural channel. For these reasons the board is not prepared to advise the use of sheet piling, or of any other protection for the sides of the proposed channel in the first instance, more especially if it is to be opened at first upon a width of only 300 feet, with the prospect of enlarging it hereafter to a width of 600 feet or more, for it would savor of extravagance to establish lines of piles which must be necessarily removed as a preliminary to such enlargement, and it might be also objected, that in a few years the piles would decay to the surface of the water, and, being in the open lake would, in rough weather, be dangerous to vessels passing between them in the night. For these reasons, the board repeats the opinion, that the plank piling provided for in the estimate should not be used until experience shall have shown that they are necessary for the defence of the channel.

It should be observed, that the lines traced in red upon the chart, indicating the proposed lines of improvement, are intended by the board to show only the general position and direction of the work. It is desirable that the first excavation should be made upon the lines the most convenient for the ultimate *enlargement* of the channel, which should proceed at the same time from both sides of the original cut, nearly on straight lines, these being the most convenient for vessels proceeding up and down the channel, especially at night. The depth of the channel should be twelve feet.

Should the plank piling be omitted, there will be occasion for a greater number of channel marks than has been provided for in Captain Canfield's estimates. This, however, is presumed to be a subject within the province of the light-house board.

The contemplated light-house should occupy the position selected by Captain Canfield, namely, at R. Its distance from the nearest light, at the head of Detroit river, is but about eighteen statute miles. The light, therefore, need not be of a superior order, nor very elevated. A Fresnell illuminating apparatus of the fourth order would be sufficient. It should illuminate the whole of the horizon. The beacon light should be the usual lantern employed by the light-house board for wharf lights.

With the preceding modifications, the estimate for a channel three hundred feet wide at bottom, and twelve feet deep, with sloped sides of twenty feet one inch, would stand as follows, viz:

Dredging, 112,455 cubic yards for channel;		
do 44,982 cubic yards for sides;		
Total, 157,437 cubic yards of dredging at 12½ cents		$19,680
Mud scows, tools, coal wharf, &c. - - - -		4,000
Contingencies, excluding risks to vessels, &c., by fire or weather, 15 per cent. - - - - - - -		3,552
Total cost of improvement, exclusive of dredger, which has been already provided - - - - -		27,232

Estimated cost of excavating a channel at the same locality, six hundred feet wide at bottom and twelve feet deep, with sloped sides twenty feet one inch:

Dredging, 112,455 cubic yards of channel;	
do 44,982 cubic yards of sides;	
Total, 157,437 cubic yards excavations at 12½ cents	$19,680
112,455 cubic yards of channel at 25 cents - - -	28,114
Mud scows, tools, coal wharf, &c. - - - -	4,000
Contingencies, as per preceding estimate, at 15 per cent.	7,769
Total cost of improvement, exclusive of steam dredger -	59,563

As already noticed, the board has had before it during the investigation of this subject, the report of Captain Canfield, contained in the printed copy, third part of the message and documents of the President of the United States, at the commencement of the first session of the thirty-third Congress, page 145, together with a manuscript copy of Captain Canfield's plans. Also, opinions reported by this board upon the same subject, and contained in the document already referred to, page 208. It had also the map of survey of the St. Clair flats, executed by Lieutenant Macomb, in 1842, under the direction of Captain Williams, late of the corps of topographical engineers, together with Captain Williams' report upon the proposed improvement; and, finally, it had the surveys executed in 1852, by Captain Macomb, of the corps of topographical engineers and the views of the bureau, set forth in its report of May 28, 1852, printed in Executive Documents, No. 76, thirty-second Congress, first session, Senate.

A copy of the chart and plans accompanying Captain Canfield's report is transmitted herewith, and the other manuscript matter is returned to the bureau.

Very respectfully, I have the honor to be, sir, your obedient servant,

JAMES KEARNEY,
Lieutenant Colonel Topographical Engineers,
President of the Board.

Colonel J. J. ABERT,
Chief Topographical Engineers, United States Army,
Bureau Topographical Engineers, Washington.

N 10.

Endorsement on the foregoing.

The recommendation of the board for the improvement of the middle channel of the South Pass, by dredging so as to give a channel three hundred feet wide at bottom, and twelve feet deep, the sides having an equal slope to those of the natural channel is approved as the plan to be first executed when the necessary means shall be provided.

JEFF'N DAVIS,
Secretary of War.

WAR DEPARTMENT, *October* 4, 1854.

N 11.

The Secretary of War to the Hon. S. G. Haven, M. C. from Buffalo, New York.

WAR DEPARTMENT,
Washington, October 7, 1854.

SIR: I have received your letter of the 20th ultimo, stating the great interest felt by the citizens of Buffalo in the improvement of the navigation of the St. Clair flats, and asking favorable consideration of the application of citizens of Detroit for the use of a government dredge boat, to be employed with means raised by private subscription for that purpose.

The enclosed copy of a letter this day addressed to General Cass,* who made the application above referred to in behalf of the citizens of Detroit and others, will inform you that the department is willing to grant the use of the boat in such mode as will answer the views of the applicants while securing its employment for a public and authorized purpose. In answer to your inquiry as to what has been done with the money appropriated for the improvement of the navigation of St. Clair flats, I have to state that it was exhausted in building the dredge boat above mentioned.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. S. G. HAVEN, *Buffalo, New York.*

---

*See N 12.

N 12.

The Hon. the Secretary of War to the Hon. Lewis Cass, United States Senator from Michigan.

WAR DEPARTMENT,
Washington, October 7, 1854.

SIR: I have received your letter of the 16th ultimo, communicating the request of a committee in behalf of persons interested in the navigation of the lakes, that this department would give them authority to use the dredge boat built for the purpose of deepening the channel over the St. Clair flats, in the prosecution of that work at their own expense. In reply thereto I have the honor to inform you that the department cannot allow the boat to pass from under its control, but that it may be employed under the supervision of an officer or agent of the government, to be designated for that purpose, the committee being required only to raise the requisite funds and place them subject to the control of the officer or agent authorized to expend them, and use said boat for the improvement of St. Clair flats in conformity with the plan the department has adopted. It will be proper also to inform the committee that no claim to refund the money expended, or for the indemnity on occasions thereof, is to be raised on the acceptance of their proposition to use the dredge boat at their expense.

These views have been communicated to the topographical bureau and will be carried out by it, if acceptable to the parties interested.

In connexion with this subject I herewith transmit for your information a letter from the Hon. S. G. Haven, stating that the merchants of Buffalo are interested in the improvement referred to, and will contribute funds to aid in accomplishing it.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. LEWIS CASS, *Detroit, Michigan.*

P. S.—The project and estimate for the work will be communicated to you, for the information of the committee, by the topographical bureau.—(See N 9 and N 10 preceding.)

N 13.

Colonel Abert to the Hon. Lewis Cass, United States senator from Michigan.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, October 10, 1854.

SIR: I have the honor to inform you that a copy of the report, plan, and estimate, in reference to the St. Clair flats, as approved by

e War Department, has been made, and is now on deposit with ıptain J. A. Macomb, at Detroit. His orders are to permit the me to be examined by any one and copies thereof to be taken.

The papers sent to Captain Macomb are the plans, &c., &c., which ll be the guide and rule of the officer or agent designated by the ar Department to superintend the work and to expend the funds ıich shall be raised to execute the work.

The conditions of using the St. Clair flats dredge boat being fully ıted in the letter to you from the War Department of the 7th inınt, need no further allusion to them in this letter.

Please make known to this office the names of the committee, or of e chairman of the committee, which is to raise required funds.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. LEWIS CASS,
United States Senator, Detroit, Michigan.

N 14.

Colonel Abert to Lieutenant Colonel Graham.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 25, 1855.

SIR: I transmit a copy of a letter from the board of trade at Buffılo, and a copy of the reply.*

You will repair to Detroit as soon as practicable, in order to make he arrangements referred to in the reply to Mr. Fox.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Major J. D. GRAHAM,
Corps Topographical Engineers,
Bvt. Lieut. Colonel United States army, Chicago, Illinois.

N 15.

W. A. Fox, Esq., of Buffalo, New York, to Colonel Abert.

BUFFALO, *May* 21, 1855.

SIR: I see by a letter addressed by the Secretary of War to Hon. Lewis Cass, October 7, 1854, that the matter of the dredge boat built for the purpose of dredging a channel across St. Clair flats has been referred to your bureau.

The permission accorded by the Secretary to use the dredge is, it

* See N 15 and N 16.

seems, accompanied by the condition that the money raised by private subscription shall be expended by an officer or agent of the government placed in charge of the dredge, and in conformity with the plans adopted by the bureau.

The board of trade of the several lake cities have appointed a committee to carry out their wishes, and some twenty thousand dollars has been subscribed for the purpose of making the improvement.

Inasmuch as no claim for indemnity is asked or allowed for moneys expended, we would inquire whether the dredge may be used by some person whom we may designate being appointed to carry on the work, under the supervision of an officer of your corps, so far as to insure the adoption of the plans which you have determined upon and the security of the government against the improper use or abuse of the dredge. We trust that this plan will meet your favorable consideration, as it will enable us, with the means at our disposal, to make an improvement which is much needed by our lake commerce.

Respectfully, your obedient servant,

WATSON A. FOX,
B. S. SHEPARD,
E. W. HUDSON,
GEO. W. HOLT,
H. C. WALKER,
Committee.

By WATSON A. FOX,
Chairman committee.

P. S. We are informed that the dredges at Erie and Chicago are not at present in use, and if either one or both of them could be obtained in addition to the one at Detroit, it would facilitate the work very much.

Please inform us whether our views meet those of the department, and oblige.

Very respectfully, yours, &c.,

WATSON A. FOX,
Chairman committee.

Colonel J. J. ABERT,
Topographical Bureau, Washington

N 16.

Colonel Abert to W. A. Fox, Esq.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 25, 1855.

SIR: Your letter of the 21st instant has been received, and has been read to the Secretary of War.

It is understood to desire, on behalf of the committee, that a person to be selected by the committee should be the local agent and engineer

for the St. Clair flats work, who should perform his duties under the direction of an officer of the corps of topographical engineers, designated to superintend the work, "so far as to insure the adoption of the plans which you have determined upon, (more correctly the plans of the board of engineers, as approved by the War Department, which have been sent to Detroit to the care of Captain Macomb,) and the security of the government against the improper use or abuse of the dredge;" namely, the dredge boat built for the St. Clair flats. No objection is entertained to this proposition.

Moreover, I am desired to say that it would be agreeable to place the funds of the committee in the hands of this local agent to be expended by him, to be accounted for by him to the committee.

The officer superintending the work could be required to certify to appropriateness of the expenditure, but not to have any of said funds placed in his hands, except in the form of payments to him for transportation charges on visiting and inspecting the work, and connected with said St. Clair flats work.

Your second proposition, also, to use on the flats the dredge boats on Lake Erie and Michigan, is held under advisement. Serious doubts being entertained if these boats can be so used without authority of law, and on other than work in conformity with United States appropriations.

A copy of this letter will be sent to Lieutenant Colonel Graham, now at Chicago, who will be required to repair to Detroit, in order to meet the committee agent, and arrange about the work.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

W. A. Fox, Esq.,
Chairman Committee Board of Trade,
Buffalo, New York.

N 17

Lieutenant Colonel Graham to Colonel Abert, reporting proceedings in regard to the improvement of St. Clair flats channel.

[No. 80.] OFFICE GENERAL SUPERINTENDENCE OF
LAKE ST. CLAIR HARBOR WORKS,
Detroit, May 31, 1855.

SIR: I have the honor to report to you that, in obedience to your instructions of the 18th instant, I left Chicago on the 27th, and on the 28th I had an interview, at this place, with the committee, composed of delegates from Buffalo and Detroit, on the subject of deepening the channel over the St. Clair flats. I acquainted the committee fully with the conditions contained in your communication to me of the 18th instant, and the documents accompanying it, upon which they could have the use of the United States steam dredge, now at this

place, in aid of the object in view. The channel adopted by the committee to be deepened, after a full examination by the engineer in their employment, is precisely that which was recommended in the report of the late Captain Canfield, of the corps of Topographical Engineers, and which was confirmed by the board of engineers, and adopted by the War Department, viz: the middle channel of the South Pass, between Lake St. Clair and the river of the same name.

The committee seemed to think that the instructions from the bureau required that the funds raised by private subscription for this improvement should be disbursed by the United States superintending engineer, but I informed the gentleman of the committee that I did not so construe the instructions, especially as such a construction would be at variance with the regulations of the War Department, of June 4, 1853.* These preliminaries being settled, we next proceeded to examine the condition of the dredge boat and its engine. We found the engine very much rusted. A machinist of this place was called on to examine it, and to furnish an estimate of the cost of putting it in good working condition. His estimate, a copy of which is hereto attached, marked (N. 18,) amounts to the sum of $936.

After mature reflection, the committee came to the conclusion that the amount of funds placed at their disposal would not justify their accepting the use of the dredge on the condition stated, viz: that they were to be at the expense of putting it in working order; but they wished to hold this point under consideration, in case their funds should be increased.

Since they left this place to return home, I observe, by the newspapers, that the Canadian government has subscribed twenty thousand dollars as a contribution to this improvement, to be placed under the control of this committee, thus raising the fund to about $40,000. Whether, under these circumstances, they will wish the use of the dredge, I cannot now say. Since the dredge was raised from her sunken condition, Captain J. N. Macomb, topographical engineers, by my request, has had her lying by his surveying steamer, and watched by his own crew; but the captain is now about to proceed on his survey, and I have been obliged this day to employ a trusty man as watchman, to reside on board the dredge boat, at a compensation of one dollar per day, to prevent depredations and to guard her against fire, until I shall receive specific instructions from the bureau, as to what further course I am to pursue in regard to this matter.

I have just returned from an inspection at the mouth of Clinton river, and will return to Chicago the day after to-morrow.

I am, very respectfully, sir, your obedient servant,

J. D. GRAHAM,
Major Top. Eng., Brevet Lieutenant Colonel,
Superintending Engineer, &c., &c.

Colonel J. J. ABERT,
Chief Topographical Engineers, Washington.

---

* See a preceding document, marked E 44, under the head of Milwaukie harbor.

N 18.

Proposal from Charles Kellog, of Detroit, for repairing and clearing the machinery of the United States steam dredge belonging to the St. Clair flats improvement.

DETROIT, *May* 29, 1855.

I will refit the engine and machinery of the United States steam dredge boat, and put the same in good condition, including boiler, engine, and all working machinery, to be taken down and thoroughly repaired and put in good condition for business; together with two boilers, iron tanks to receive water from out to supply engine. Tanks to be connected with pipes and cocks so as to be impossible to sink the boat.

Each tank to be two feet wide, four feet long, and three feet deep. Boiler to be thoroughly cleaned and painted inside and out, and all machinery about the engine that shall require to be made new, shall be made new, and delivered in working condition (you furnishing fuel to make steam) for the sum of nine hundred and thirty-six dollars ($936.)

CHARLES KELLOG.

N 19.

Colonel Graham to Colonel Abert.

[No. 83.] OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, June 2, 1855.

SIR: I returned to this place this evening from Detroit. I reported to you on the 31st ultimo,* the proceedings had at that place with the committee appointed by the delegates from the several lake cities, on the subject of deepening the channel over St. Clair flats. I have now the honor to acknowledge the receipt of your letter of the 25th ultimo, and its accompanying documents in relation to the same subject.

I have here to state, that the steam dredge boat built for Lake Michigan, could not possibly be spared to go to St. Clair flats, without abandoning the interests of the harbors on said lake for whose benefit she was constructed. There are so many of these harbors on Lake Michigan demanding her services that she will be kept in active operation in their improvement during the whole of the present season.

My own opinion is, that it would be an economical step on the part of the committee, with the means now at their disposal, to repair the dredge-boat now at Detroit, and use her on the flats, and I think they may yet come to that conclusion.†

I am, very respectfully, sir, your obedient servant,

J. D. GRAHAM,
Major Top. Eng., Brevet Lieutenant Colonel,
Superintending Engineer, &c., &c.

Colonel J. J. ABERT,
Chief Topographical Engineers, Washington.

---

* See N 17. † See N 20.

N 20.

Colonel Graham to Mr. Williams.

OFFICE GENERAL SUPERINTENDENCE
OF LAKE MICHIGAN AND ST. CLAIR WORKS,
Chicago, June 26, 1855.

SIR: On my return here, this afternoon, from an inspection of some of the works on the west side of this lake, I find a telegraphic message from W. A. Fox, esq.,* informing me that the committee on the St. Clair flats improvement have concluded to take the United States dredge boat now at Detroit for use on that improvement. Under the rules laid down by the War Department, Mr. Fox informs me also that you were to be at Detroit to-day and wished to meet me there. I am compelled, just now, to attend here to the closing of several matters for the end of this quarter.

I however enclose an order to Mr. Peter Pexton, who is a watchman on board the vessel, to allow you to go on and have the engine repaired, and to do whatever you may think necessary to get her in proper order. Please write to me and let me know if this will suit your purposes for the present, and how soon you would wish to go to the flats to have the work laid out, and I will endeavor to expedite all, as far as I am concerned, to the satisfaction of the committee.

I am, very respectfully, your obedient servant,

J. D. GRAHAM,
Lieutenant Colonel, Superintending Engineer, &c., &c.

FRANK WILLIAMS, Esq.,
Civil Engineer, &c., &c., Detroit, Michigan.

Colonel Graham to Mr. Pexton.

N 21.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, June 26, 1855.

SIR: The committee for the St. Clair flats improvement is to have the use of the United States steam dredge now at Detroit, for the said improvement.

You will please, therefore, place her at the disposal of F. Williams,

---

**Mr. Fox to Colonel Graham.*

[By Telegraph.]

"BUFFALO, *June* 25, 1855.

"We have concluded to take the United States dredge at Detroit. Engineer F. Williams will be at Detroit on Tuesday morning, the 26th instant, at Dibble's Hotel. Can you meet him?

"W. A. FOX, *Chairman of Committee, &c.*

"To Colonel GRAHAM,
Superintending Engineer, &c., &c., Chicago."

esq., civil engineer, for repairs, &c., as he may direct. You will continue to live on board and perform the duty of watchman until I arrive at Detroit, and as long as the vessel remains there. Have the inventory prepared of all the rigging, &c., on board.

I am, very respectfully, your obedient servant,

J. D. GRAHAM,
Lieutenant Colonel, &c., &c.

Captain PETER PEXTON,
Watchman United States steam dredge, Detroit, Michigan.

N 22.

Colonel Graham to Mr. Kellogg.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, June 28, 1855.

SIR: The committee for the improvement of the St. Clair flats have again applied for the United States steam dredge now at Detroit, and they will be allowed to use her, they paying all expenses of putting her in good working order.

As the estimate you made for putting the machinery in order on the 29th ultimo is general in several respects, it will be requisite for you to make a bid in full detail, stating all the various items of cost and item of work. I request that you will re-examine the machinery and have your bid ready in a day or two, as I expect then to be in Detroit to co-operate with the committee on the subject. Can you not reduce the amount of your former estimate?

Very respectfully, your obedient servant,

J. D. GRAHAM,
Lieutenant Colonel, Superintending Engineer, &c.

Mr. CHARLES KELLOGG,
Detroit, Michigan.

N 23.

Colonel Graham to Mr. Williams.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, June 28, 1855.

SIR: Thinking that probably Mr. Kellogg may be able to put the engine, &c., of the United States steam dredge in good order for a less sum than that stated in his bid of May 29th last, namely, $936. I have written to him to make out an estimate and bid more in detail, and have it ready for inspection by the time I shall arrive at Detroit, say the 30th instant. The department rule, I find, requires me to see that the machinery goes into competent hands for repair, which must be inspected and approved by me, though all dis-

bursements are to be made by the committee. You will please, therefore, come to no agreement on the subject until I join you in Detroit.

I am, very respectfully, your obedient servant,

J. D. GRAHAM,

Lieutenant Colonel, Superintending Engineer, &c.

FRANK WILLIAMS, Esq.,

Civil Engineer, &c., Detroit.

N 24.

Mr. Williams to Colonel Graham.

DETROIT, *July* 2, 1855.

SIR: I received yours of the 28th ultimo this afternoon, having just returned here after a short absence. Immediately upon receiving yours of the 26th ultimo, I contracted with Mr. Kendrick, agent for the Detroit locomotive works, (formerly De Graff, Kendrick & Co.,) to put the engine, &c., of the United States dredge in good order, making a written agreement with him, and specifying, as particularly as I could, the nature of the work to be done. I had previously asked Mr. Kellogg to make a detailed estimate, and endeavored to get from him some proviso to do the work for a less amount in case certain portions of the machinery should, when taken apart, prove to be in good order, but did not succeed in obtaining from him either the one or the other. For these reasons, as well as because I thought his estimate high, I called upon Mr. Kendrick for an estimate.

Mr. Kendrick has pushed the work forward rapidly, and the engine certainly is not in as bad order as I had supposed. I shall regret it very much if the course pursued should not meet your approbation, as it has been my intention to have the dredge repaired only subject to your approval and inspection. I am in hopes that your arrival here will relieve me from the dilemma that I am now placed in.

I remain, sir, very respectfully, your obedient servant,

FRANK WILLIAMS.

Lieutenant Colonel J. D. GRAHAM, *United States Topographical Engineers, and general superintending engineer of public works on Lakes Michigan and St. Clair.*

N 25.

Colonel Graham to Mr. Williams.—Instructions for dredging on St. Clair flats.

OFFICE GENERAL SUPERINTENDENCE,
Chicago, July 26, 1855.

SIR: The United States steam dredge boat for St. Clair flats improvement having been put in good working condition at the ex-

ense of the fund raised by the committee for Buffalo and the other ake cities, she will be employed in deepening the middle channel of he South Pass, necessary for a free navigation from Lake St. Clair, hrough St. Clair river, into Lake Huron, in conformity with the rules aid down by the War Department, which have already been made nown to the chairman of the committee, at Buffalo, New York.

After having staked out the above named channel over the "Flats," ou will please report it for my inspection and approval. In the mean ime, however, and without incurring any delay, you are authorized o proceed with the dredging, taking care that it be on the aforesaid hannel, as marked upon the map of Captains Canfield and Macomb, f the corps of topographical engineers, a copy of which is in your ossession.

This map will be found printed with the topographical documents hich accompany the President's message to the thirty-third Congress, t its first session. The rules laid down by the War Department reuire that the control of the United States dredge boat, the employnent of the steam engineer and others on board of her, and the hole operation of the dredging out the channel, shall be under the eneral supervision and direction of this office.

Under this provision you are hereby authorized to employ, and reort their names to this office for approval, a master or dredgeman to nanage the working of the boat, a steam engineer to manage and irect the engine, and the necessary crew and laborers on board. aptain Peter Pexton, the watchman previously employed for the Jnited States, will be continued in that capacity at a compensation of ne dollar per day and found in board, at the expense of the committee, from and after the 15th July, 1855, to include which date he has een settled with by the United States. His duties will be to look to he safety of the vessel, and to guard her from accidents, especially rom fire, and more particularly at night. For this purpose he must be up and on the alert frequently at night, under ordinary circumstances, and always during stormy weather, or when there is cause for more than ordinary apprehension of danger to the vessel. For these reasons he will be entitled to rest during the day.

In case of apprehended danger, he will give the alarm to the master, (the dredgeman, it is expected, will also fill that post,) who will call up the crew and do what may be right for the safety of the vessel. As watchman, he will be under your general direction when you are present, and under that of the master or dredgeman when you are not present.

On the 1st and 15th days of each month you will please make a brief report in writing to this office of the operations, stating the condition of the vessel and her machinery, and how she works, the number of cubic yards excavated and removed from the desired channel, the nature of the soil excavated, and any other circumstances of interest; also the names and capacities of the persons in employment.

I request that you will forward to this office a copy of the map, showing the results of your examinations, so far as now made, also a modified map to show the state of the channel, on the 15th of September ensuing, and another showing its condition when the dredging

shall cease for the season. These will be sent to the topographical bureau with my annual report.

I need scarcely add, that the excavated matter should be deposited at such a distance and in such a direction from the excavated channel that the prevailing current will tend to waft it *from*, rather than towards, that channel.

I am, very respectfully, sir, your obedient servant,

J. D. GRAHAM,

Lieut. Col. Superintending Engineer, &c., &c.

FRANK WILLIAMS, Esq., *Civil Engineer, &c.*

N 26.

Mr. Williams to Colonel Graham.

DETROIT, *August* 2, 1855.

SIR: Returning from St. Clair flats this morning, I received yours of the 26th ult., and herewith submit, in conformity with your instructions, a statement, showing the result of operations thus far with the United States steam dredge. The number of cubic yards of earth removed up to the 1st of August was 1,136. Owing to the imperfections of the machinery connected with the raising apparatus, occasioning delays, and to the fact that one of our dumping scows proved to be too slightly built, we have not been able to work the dredge to her full capacity. This scow is now undergoing repairs, and will be ready in a few days. With two scows the dredge is capable of removing 500 to 600 cubic yards per day.

The material proves to be of two kinds, viz: on the surface, and to a depth of two to three feet, we find a clear, coarse sand; below this there is a deposite of sand and clay, very firm, so that it requires the whole working force of the engine to drive the bucket through it.

The persons now employed on the dredge are Martin Becker, engineer; John Moody, master and dredgeman; Peter Pexton, watchman; a fireman, and four other men, whose duties are partly upon the scows and partly upon the dredge.

I have staked out, in accordance with your instructions, the middle channel of the South Pass across St. Clair flats, and will send to you, with my report of the 15th instant, a map of the same, as you request. At the present time I am unable to prepare it, as I am obliged to go to Buffalo to-day on business connected with the dredging.

I find Captain Pexton a very useful and efficient man for the position assigned to him, and very attentive to the discharge of his duties as watchman, thus relieving me of considerable anxiety for the safety of the vessel.

Whenever you find it convenient to make a personal inspection of

the work, I will meet you at this place and proceed to the flats, if you will inform me by mail, a few days in advance, of your coming.

I am, sir, very respectfully, your obedient servant,

FRANK WILLIAMS.

Lieut. Col. J. D. GRAHAM,
Superintending Engineer of Public Works of Lakes Michigan and St. Clair, Chicago, Illinois.

N 27.

Mr. Williams to Colonel Graham.

DETROIT, *September* 1, 1855.

SIR: I herewith submit to you the following report of the result of operations with the government dredge on St. Clair flats up to the present time. Being unavoidably absent from the flats on the 15th ultimo, I was obliged to omit my report of that date.

Amount of excavation removed - - -	7,650 cubic yards.
Distance dredged - - - - - -	1,000 feet.
Width of dredging - - - - - -	55 feet.

Men employed: B. F. Davison, superintendent and dredgemaster; J. B. Walker, brakeman; M. Beckner, engineer; G. Coty, fireman; T. Williams, dipper tender; P. Pexton, watchman; Peter and Alfred Tonchay, A. Papien, and J. Shook, laborers on dredge and scows.

By reference to the accompanying sketches you will perceive the relative position of the work done and the location of the channel as sketched out. This channel follows the deepest water across the bar, (see map G, No. 34,) and conforms to the one adopted by the War Department, (as shewn by map G, No. 33.)

It is now well marked with piles driven in clusters, as is also the channel above to the mouth of the river, and this is found already to be of great benefit to the shipping interest.

We have met with several accidents to the gearing, which have caused considerable detention. The clutch, for throwing the chain drum in and out of gear and working the heavy chain, has been broken and replaced with a new one. One of the hubs to which the chain drum is fastened, owing to its not having proper facilities for receiving oil, cut on to the shaft, and has also been replaced. Various other accidents have taken place, such as breaking small bolts and chains, owing partly, perhaps, to their having been out of use, and partly to an imperfect construction. The engine has worked well, and has not been out of order since leaving this place. The dredge is now in good order, and works well; she is capable of removing 500 yards per day, but we take out no more than 400, as we find it most advantageous not to work her to her full capacity.

I have made calculation as to the amount of steam carried, and have also procured a steam gauge and attached it to the boiler. I find

that the greatest amount of steam which we have ever carried is 45 pounds per square inch.

I am, sir, very respectfully, your obedient servant,

FRANK WILLIAMS,
Engineer in charge, &c.

Lieutenant Colonel J. D. GRAHAM,
United States Topographical Engineers,
Superintending Engineer of Public Works, &c.

N 28.

Colonel Graham to Mr. Williams.

[Extract.]

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, October 4, 1855.

SIR: I duly received your report of September 1, with the map forwarded at the same time.

I hope the channel of 50 feet wide is nearly cut through the flat, as I am very desirous, if possible, when it is finished, to have some dredging done at Clinton river this autumn.

Please report to me the progress of the work up to the 10th of this month, accompanied by a small sketch, enough to shew the length of the channel then cut 50 feet wide, and how deep. Also, the total number of cubic yards our dredge has (or will have) excavated during the season.

* * * * * * * *
* * * * * * * *

I am, very respectfully, your obedient servant,

J. D. GRAHAM,
Lieutenant Colonel, Superintending Engineer, &c., &c.

FRANK WILLIAMS, Esq., *Civil Engineer,*
St. Clair Flats, Michigan.

N 29.

Mr. Williams to Colonel Graham.

ST. CLAIR FLATS, *October* 6, 1855.

SIR: Owing to various other duties which I have been called upon to perform, I was unable to make my report of 15th September, as required, to you.

I now respectfully submit for your consideration the following report

of work done by the government dredge on St. Clair flats up to 1st of October, 1855:

Amount of excavation removed, 16,589 cubic yards.

The dredge boat is in good order, leaks but little, unless when loaded down so as to bring the lower spud-bolts below water. We have no difficulty in keeping her clear of water even then by working the engine pump a portion of the time that we are dredging. The engine works well, and is found capable of doing the duty required of it, with a pressure of forty to fifty pounds of steam per square inch, not at any time exceeding fifty pounds. The boiler has leaked considerably ever since we first took the boat, but not so as to impair its efficiency; it should, however, be thoroughly repaired before working another season.

Since the date of my last report one of the clutch arms attached to the chain-drum has been broken, owing to the unequal bearing of the clutches; there are three only left, but the bearing being now quite uniform, I do not apprehend any danger of their breaking; we have, however, a new casting ready to take the place of the old one, and shall replace it when we get through for the season, if not before. No other accident of any consequence has happened since my last report.

The steam capstan has been put in order, and is found to work admirably, thus saving a great deal of time and labor.

The same persons are now employed upon the dredge as were at the date of my last report, with the exception of the fireman.

For the past week the weather has prevented our working to advantage, and I do not anticipate doing much more here this season.

I am, sir, very respectfully, your obedient servant,

FRANK WILLIAMS.

Lieutenant Colonel J. D. GRAHAM,
United States Topographical Engineers,
Superintending Engineer, &c., &c.,
Chicago, Illinois.

N 30.

Colonel Graham to Mr. Williams.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, October 11, 1855.

SIR: I have just received your report of the 6th October. I request that you will report the length of channel dredged to a width of fifty feet and depth of twelve feet or more, and particularly what is the length that remains to be dredged to complete a channel twelve feet deep and fifty feet wide throughout.

This information is requisite to aid in my annual estimates of the St. Clair flats improvement.

Please give me due notice in advance of the time when the dredge

will be at Detroit, so that I may be there to inspect and receive her from you.

I should hope for a number of days yet favorable for dredging during the Indian summer.

I am, very respectfully, your obedient servant,

J. D. GRAHAM,
Lieutenant Colonel, Superintending Engineer.

FRANK WILLIAMS, Esq.,
Civil Engineer St. Clair flats improvement.

N 31.

Mr. Williams to Colonel Graham.

ST. CLAIR FLATS, *October* 24, 1855.

SIR: I received yours of the 4th and 11th instant last evening, having only at that time arrived at Detroit. I now forward to you the sketch and statement as directed, and the following report of operations to the present date, viz:

Distance dredged 1,900 feet.

Distance required to be dredged to give a depth of twelve feet water through the flats, 1,700 feet.

Depth of dredging 13 feet.

Average width of channel cut 60 feet, and an additional width of 30 feet for a distance of 200 feet, as shown by the accompanying sketch.

Whole number of yards removed by government dredge 19,589 cubic yards.

I have nothing new to report in regard to the condition of the vessels, machinery, or persons employed, since my last report.

No accident of any importance has occurred. The vessel is in good order, and leaks but little. The greatest pressure of steam used has been 50 pounds per square inch.

The material removed is at present coarse, hard sand, to a depth of ten feet (below the water surface;) below that depth a mixture of sand and marl very tenacious, so that the bucket frequently sets in it, and the pressure of steam used is barely sufficient. This has been the character of the material for the past two weeks.

The weather is very unfavorable for dredging, but in consideration of the importance of pushing the work as far as possible, I propose to keep the dredge here for perhaps two weeks longer, and will give you seasonable notice when I think it best to leave.

I am, sir, very respectfully, your obedient servant,

FRANK WILLIAMS.

Lieutenant Colonel J. D. GRAHAM,
United States Topographical Engineers,
Superintending Engineer of public works, &c., Chicago, Illinois.

N 32.

Mr. Williams to Colonel Graham.

DETROIT, *October* 29, 1855.

SIR: The government dredge arrived here last evening. A terrible storm occurred on the flats about 12 o'clock on Saturday night, and the most severe we have yet experienced there.

The waves made a complete break over the deck of the dredge, and it was with great difficulty that she could be kept afloat. The windlass started from its place, and after the storm was over the dredge leaked so badly that it was unsafe to remain on the flats with her any longer.

I now wait your orders in regard to the disposition to be made of her for the coming winter. Please inform me by telegraph when I may expect you here, and what disposition I shall make of her.

The past week has been very stormy, and nothing of any consequence has been done since the date of my last report.

I am, sir, very respectfully, your obedient servant,

FRANK WILLIAMS.

Lieutenant Colonel J. D. GRAHAM,
United States Topographical Engineers, and
Superintending Public Works, &c.

N 33.

Colonel Abert to Lieutenant Colonel Graham.

[By telegraph.]

WASHINGTON, *November* 5, 1855.

Your annual report is not yet received. It is much wanted.

J. J. ABERT,
Colonel Topographical Engineers.

Lieutenant Colonel J. D. GRAHAM, *&c., &c.,*
Chicago, Illinois.

N 34.

Colonel Graham to Colonel Abert.

[No. 110.] OFFICE GENERAL SUPERINTENDENCE, &c.,
Detroit, November 9, 1855.

SIR: I have the honor to acknowledge the receipt of your telegraphic dispatch of the 5th instant, informing me that my annual report is wanted. My report, No. 102, of the 6th ultimo, stated to you the reasons why my annual report could not be rendered at the period stated in the regulations without the denial of my personal

attention throughout the month of September to efforts that became necessary in order to save a large amount of public property, at harbors where there were no regular agents, from total destruction or loss, from the violence of storms that had prevailed throughout that month, or from lawless and outrageous trespass.

My communications, No. 107, of the 26th ultimo, and 108, of the 31st ultimo, will, I trust, have sufficiently indicated to the bureau that my chief attention had to be continued to similar objects, as a matter of paramount duty, up to the last mentioned date. With that date the period commenced for paying off the working parties and making the necessary arrangements for closing the active operations at the several works for the season. With this duty I am now actively occupied, and there would be a great expense going on with but little profit to the government were this duty deferred until my annual report could be completed.

The dredging on St. Clair flats closed for the season at the end of October.

The United States steam dredge which was used under my direction for the purpose, at the expense of the fund raised by the committee of the lake cities, was reported to me at the close of this operation as in a leaking condition. There being no funds to employ an agent here to look to this very valuable machine, I was obliged to hasten here, at short notice, to take measures to secure her from being again sunk. This I have already done, but it admitted of no delay.

I am now bringing the work at the mouth of the Clinton river, from whence I returned here last night, to a close for the season, and am making the necessary arrangements for the security of the public property appertaining thereto during the approaching winter. As the funds for this work did not admit of the employing an agent there, all the responsibility of this duty devolved on me personally. So soon as these arrangements can be completed, I shall be obliged to go to St. Clair flats to make an examination of the channel there since the dredging, in order to report upon it, and as a necessary item in my estimate of the expense of perfecting that important work, to accompany my annual report.

I suppose it will appear evident to the bureau that the stated period for making the annual reports having been necessarily occupied, in my case, in the performance of other duties of a paramount importance, rendered so by causes for the most part beyond all human control, it has been entirely impracticable to complete that report, and will continue to be so until the duties detailed above shall have been closed for the working season.

I have received the leave of absence for thirty days, forwarded to me through the bureau, but I shall not think of availing myself of this indulgence until after my annual reports shall have been forwarded to the bureau and the light-house board.

I am, very respectfully, sir, your obedient servant,

J. D. GRAHAM,

Maj. Top. Eng., Bvt. Lieut. Col., &c., &c, &c.

Colonel J. J. ABERT,

Chief Top. Engineers, Washington.

N 35.

Estimate of the cost of dredging a channel to have a depth of twelve (12) *feet of water through the middle approved, over St. Clair flats to the South Pass of St. Clair river. The dredged channel to be* 3,940 *feet long, and three hundred* (300) *feet wide.* (*See maps G No.* 33 *and G* 35, *herewith submitted.*)

The appliances which will be required for this operation, and which must be procured, in addition to the dredging machine and one scow now on hand, are, with their prices, as follows, viz:

4 mud scows, with drop bottoms, at $375 each - -	$1,500 00
1 small steam tug for towing off the mud scows and emptying them at a proper distance from the channel - -	10,500 00
1 surveying boat necessary for frequently sounding the channel-way, in directing the work, with necessary rigging - - - - - - - - - -	250 00
For necessary repairs of the United States steam dredger before being used - - - - - - - -	850 00
For the pay of one assistant, resident at the work, for two years, at $1,400 - - - - - - - -	2,800 00
For transportation, hire of office, purchase of fuel, and stationery for two years, at $800 per annum - -	1,600 00
Then will come the dredging operation, viz:	
For the excavation of 110,133 cubic yards, from the channel way, at 25 cents per cubic yard, which is the estimate of the expense of working the steam power dredging machine, and also the steam tug, including the pay of the crews on board, and of the laborers managing four mud scows, and their subsistence, and of fuel for the two steam vessels - - - - - - -	27,533 25
	45,033 25
Add, for unforeseen contingencies, occasional surveys of the channel, placing of beacons, &c., 2½ per cent. -	1,125 82
Amount required for dredging 300 feet wide - - -	46,159 07

NOTE.—If it be determined to open the channel way 600 feet wide, then the above item of $27,533 25 must be doubled, and the appliances above estimated for being sufficient for either case, the estimated amount required will be $76,692 32.

J. D. GRAHAM,
Maj. Top. Eng., Bvt. Lieut. Col., Sup'g Eng.

OFFICE GENERAL SUPERINTENDENCE, &c.
Chicago, December 31, 1855.

N 36 *a*.

Estimate of the cost of close piling to protect the channel proposed to be cut, by dredging, over St. Clair flats, through the middle approach to the South Pass of St. Clair river. Length of piling required, 4,000 *feet on the southeast side, and* 3,880 *feet on the northwest side; total* 7,880 *linear feet of close piling.—(See the accompanying maps, G No.* 33 *and G No.* 35. *The lines are A E, and B F, of map G No.* 35.)

The machinery and appliances which will be required for the timely and most economical completion of this part of the work, in addition to those estimated for in the preceding estimate, marked N 35, are, with their appropriate prices, as follows, viz:

Four floating steam-power pile drivers, of ten-horse power, with anchors, rigging, &c., complete at $2,000 each, - - - - - - - - - -	$8,000 00
Four timber scows, at $300 each, - - - - -	1,200 00
For the purchase of one steam tug of 150 tons measurement, say ninety feet long on deck, and twenty feet beam, and seven feet hold, for towing timber or piles from the proposed depot on Herson island, which is the nearest firm land, and is six miles distant from the work, - - - - - - - - - -	15,000 00
For the purchase of one schooner of 200 to 250 tons measurement, say 110 feet to 120 feet keel, 22 feet beam, and 8½ feet hold, to be anchored and used as a domicil for the resident assistant in charge, and for the laborers employed on the work, (the nearest place where they could board on land being six miles from the work,) * - - - - - - - - - -	8,000 00
For the purchase, by contract, of 7,880 oak piles, hewn one foot square, and 28 feet long, 220,640 cubic feet, at 15 cents - - - - - - - - - -	33,096 00

Expenses of driving the piles, as follows:

Each pile-driving machine will require—

1 captain, at - - -	$2 50	per day,
1 engineer, at - - -	2 00	"
3 laborers, at $1 25, - -	3 75	"
2 tons of coal, at $6 00 per ton,	12 00	"
	20 25	

Then, the working of 4 steam-power pile drivers, at $20 25 each per day, for 150 days between the beginning and ending of the season, - - - - -	12,150 00

* It will be seen by the details which follow this item that there will be fifty persons to be accommodated with board and lodging on this schooner, exclusive of the crew of the steam tug, who are supposed to live on the tug.

Expenses of the steam tug, as follows:			
1 captain, at - - -	$2 50	per day,	
1 engineer at - - -	2 00	"	
1 fireman, at - - -	1 75	"	
3 deck hands, at $1 25 -	3 75	"	
3 tons of coal, at $6 00 -	18 00	"	
Expenses of steam tug - -	28 00	per day,	
which for 150 days to the season, is - - -			$4,200 00
Required on board the schooner at anchor:			
1 master, at - - -	$2 00	per day,	
2 watchmen, at $1 25 -	2 50	"	
1 steward, at - - -	1 25	"	
2 cooks for laborers, at $1 25	2 50	"	
Expenses of schooner domicil, -	8 25	per day,	
which, for the 150 days in the season, is - -			1,237 50
For four yawl boats to attend the pile drivers, and to take the hands to and from the schooner for meals and sleeping, at $100 each, including oars and rigging,			400 00
For a boat's crew of five men to attend the assistant in charge when making his soundings and measurements in laying off the work as it progresses, and for the use of the superintending engineer when making his inspections of the progress and character of the work, at $1 25 per day each, is $6 25 per day, which, for 150 days, is - - - - - - - - - -			937 50
Contingencies, such as the repair of wear and tear of machinery of the four pile drivers, and the steam tug, and keeping the schooner in order, - - - -			3,000 00
For the services of four men to each pile driver, in taking the timber for piles from the rafts as they arrive, and handling and preparing it, and putting it on the pile driver—for the four pile drivers, 16 men, at $1 25 per day each, is $20 per day, which, for 150 working days, is			3,000 00
For the services of one sub-assistant to attend the tide-gauge, and to keep the record of all the meteorological instruments, say for two years, at $1 50 per day, is			1,095 00
For a set of meteorological instruments, the same as for other stations mentioned. See estimate marked A 17, under the head of Chicago harbor, - - -			232 50
Sum of items - - - - - - - -			91,548 50
Add for contingencies, 2½ per cent., - - - -			2,288 71
Amount required to defend both sides of the dredged channel with close piling, - - - - - -			93,837 21

J. D. GRAHAM,
Maj. Top. Eng., Brev. Lieut. Col., Supt'g Engineer.

OFFICE GENERAL SUPERINTENDENCE,
Chicago, December 31, 1855.

N 36 *b*.

Estimate of the cost of close piling to protect the channel proposed to be cut by dredging over St. Clair flats, through the middle approach to the South Pass of St. Clair river, preparatory to the completion of the proposed piers. Length of close piling proposed, 4,000 *feet on the southeast border of the proposed cut, indicated by the line* B F *on the accompanying map marked* G No. 35. (*See, also, the accompanying map marked* G No. 33.)

The machinery and appliances which will be required for the timely and economical execution of this line of close piling—in addition to those contained in the preceding estimate marked N 35—are, with their appropriate prices, as follows, viz:

2 floating steam power pile drivers of 10 horse power, with anchors, rigging, &c., complete, at $2,000 each -	$4,000 00
4 timber scows, at $300 each - - - -	1,200 00
For purchase of 1 steam tug of 150 tons measurement, say 90 feet long on deck, 20 feet beam, and 7 feet depth of hold, for towing timber, piles, &c ,* from the proposed depot on Herson island, which is the nearest from land, and is 6 miles distant from the work - - -	15,000 00
For the purchase of 1 schooner of 250 tons measurement, say 120 feet keel, 22 feet beam, and 8½ feet hold, to be anchored and used as a domicil for the resident assistant in charge, and for the mechanics and laborers employed on the work, (the nearest place on land, where they could board, being 6 miles distant from the work)† -	8,000 00
For procuring, by contract, 4,100 oak piles, (allowing 100 for waste by splitting in driving, defects, &c.,) hewn 1 foot square and counter-hewn on two sides, and 28 feet long,=114,800 cubic feet, at 15 cents per cubic foot -	17,220 00

Expenses of driving the piles, as follows, viz:

Each pile driving machine will require,		
1 captain, at per day - - - -	$2 50	
1 engineer, at per day - - - -	2 00	
3 laborers, at $1 25 each per day - -	3 75	
2 tons of coal per day, at $6 - - -	12 00	
Current expenses per day for each pile driver	20 25	
Then the expense of employés for working 2 steam power pile drivers at $20 25 each per day, say for 150 days between the beginning and ending of the season - -		6,075 00

* This steam tug will also be used for towing down timber and stone for the pier work provided for in the succeeding estimate, marked N 37.

† It will be seen by the details which follow this item in this estimate, and by those in the next estimate marked N 37, that there will be seventy-two persons to be accommodated on this schooner.

es of the steam tug, as follows, viz:

tain, at per day - - -	- $2 50	
ineer, at per day - - -	- 2 00	
man, at per day - - -	- 1 75	
k hands, at $1 25 each per day -	- 3 75	
ɜ of coal per day, at $6 per ton -	- 18 00	
nt expenses of the steam tug per day	- 28 00	
28 per day for 150 days engagement of crew -		4,200 00
·ill be required on board the schooner at anchor, llowing crew:		
ɪter, at per day - - -	- $2 00	
chmen, at $1 25 each per day -	- 2 50	
vard, at per day - - -	- 1 25	
ɪs, at $1 25 each per day - -	- 2 50	
nt expenses of the floating domicil, per day	8 25	
for 150 days' engagement - - -		1,237 50
ɪwl boats to attend the pile drivers, and to take the ɪ to and from the schooner in going to meals, and rk, &c., at $100 each, including oars and rigging		200 00
services of 4 men to each pile driver, in taking the r from the rafts and handling and preparing it for ɪg, = 8 men, at $1 25 per day each, is $10 per day; ɪ, for 150 days' engagement, is - - -		1,500 00
ɔat's crew of 5 men for the use of the superintend- ɪgineer, when inspecting the work, and for the use ɜ resident assistant when taking soundings, and laying off the work as it progresses, at $1 25 per ɪch, is $6 25 per day, which, for 150 days' engage- is - - - - - - - -		937 50
services of 1 sub-assistant to attend the tide-gauge ɔ keep the record of the observations on all the me- ogical instruments, say for 2 years; at $1 50 per day		1,095 00
t of meteorological instruments, the same as for stations mentioned.—(See estimate marked A 17, the head of Chicago harbor) - - -		232 50
ɪirs of wear and tear of machinery, such as the es of the steam tug, of the two steam-power rivers, repair of boats and rigging, and for keep- ɪe schooner in order - - - -		2,000 00
ɑ of the above items - - -	-	62,897 50
per cent. for contingencies - - -		1,572 43
, required to defend the southeast side of the ed channel, by close piling - - -		64,469 93

J. D. GRAHAM,
Maj. Top. Eng., Bvt. Lt. Col., Sup. Eng.

E GENERAL SUPERINTENDENCE, &c.,
'hicago, December 31, 1855.

N 37.

Estimate of the cost of two parallel piers, the one 3,880 *feet long, and the other* 4,000 *feet long.—(See the lines A E and B F, in map G No.* 35.) *Total length of the pier work* 7,880 *feet, by* 20 *feet wide and* 17 *feet high from the soil at bottom, in water* 12 *feet deep, required to protect and preserve the channel proposed to be cut over St. Clair flats, through the middle approach to the mouth of the South Pass of St. Clair river.—(See also map G, No.* 33.)

The work will require 246¼ cribs,* each 32 feet long, 20 feet wide, and 17 feet high from the bottom to the flooring at top, in order to attain a height of five (5) feet above the water surface. The cribs are supposed to be constructed according to the drawings given in detail on sheet G No. 19, presented with this report, except the bolting, which is to be of 1½ inch round wrought iron, disposed as shown in the sections on sheet G, No. 21.

The cost of one such crib will be as follows. See the preceding table marked T 1, *and the formula of computation thereto relating. See, also, the model in wood forwarded to the topographical bureau, with the drawings referred to in this report.*

For 2,061 lineal feet of pine timber, hewn one foot square, at 13 cents per foot - - - - - -	$267 93
For 880 lineal feet of white oak timber, hewn one foot square, at 15 cents per foot - - - -	132 00
For 1,482 feet, board measure, of three-inch white oak plank for flooring, at $16 per thousand - -	23 71
For 4,824 lbs. 1½ inch* round wrought iron, for bolts, at 4 cents per lb. - - - - -	192 96
For 137 lbs. of wrought iron spikes, three-eighths by three-eighths of an inch square, for fastening the flooring to the sleepers, at 7½ cents - - -	10 28
For 53 cords of hard boulder stone for crib ballast, at $7 50 per cord, delivered at the depot, say at Herson island - - - - - - -	397 50
For carpentry, labor, and superintendence - -	400 00
Sum of above items - - - - - -	1,424 38
Add 10 per cent. for contingencies - - -	142 44
Estimated cost of one crib - - - - -	$1,566 82
Then 246½ cribs, at $1,566 82 each, gives for the cost of the two parallel piers for St. Clair flats - -	$385,829 43

* The ¼ of a crib, or 8 feet of length, would be provided by making 4 cribs, each 34 feet long.

* This size of iron is here adopted because the work, being exposed to the action of the waves of the broad expanse of the lake, eighteen miles in extent, on a segment from southeast to southwest, will require this strength of bolting.

lowing appliances will be required:

ngly built crane scows, at $750 - -	$3,000 00
ngly built stone scows, at $500 - -	2,000 00
ıble smith's forges, at $100 - - -	200 00
ksmith's shop, to be established on Herson with tools - - - - -	400 00
nter's shop, also there, with tools - -	400 00
. cost of piers for St. Clair flats, Michigan -	391,829 43

say, three hundred and ninety-one thousand eight hundred y-nine dollars and forty-three cents.

the portable forges will be required on the steam tug, and on the schooner, for necessary repairs of machinery, and for ınds for pile heads and shoeing piles when required.

ıcksmith's shop at Herson island will be necessary to do ɔrk when required, and the iron bolts will there be cut to a gth and prepared for driving. This alone will employ one ı nearly all the time.

penter's shop on Herson island will be necessary for doing ıe work of making the mortices and tenons in the crib timessing those timbers on two sides to give fair and even bearsting their lengths, squaring their ends, &c. When thus hey will be formed into rafts and will be towed down to the the steam tug. It may be found advantageous to lay the ɔttoms of the cribs and build them up five or six feet high ot on this island, and then tow them down and finish them, y will be sunk in position. The current expenses of buildibs, including those of the two shops and the two portable included in the item "for carpentry, labor, and superin-' in the estimate of the cost of one crib.

rk of constructing the cribs would be conducted as follows,

ould be eight working parties, each to consist of one fore- seven carpenters and laborers, constantly employed in ɔoring the bolt-holes, driving the bolts, &c. Four of these gether with the blacksmith and one assistant, would be carhe appropriate part of the work at the depot on the island, all thirty-four persons.

r other parties with a blacksmith, and one assistant to each ɔrge, would live on board the schooner anchored at the flats, carry on the appropriate part of the work of building up portion of the cribs, sinking them in position, putting in the ıst, laying the sleepers and the flooring. This will add thirty- s to the thirty-six enumerated in estimate N 36 *b* to be ated on board the schooner—making a total of seventy-two

opriating the hold of the vessel, (allowing a space in the for a store-room for provisions,) and building a saloon on vessel would afford ample accommodations for that number , and they would always be in position at the work. This

saloon would be built out of the contingent expenses already estimated for.

The length of the working season has already been estimated at 150 days, exclusive of Sundays. This would be the elapsed time between the beginning and ending of the working season, or the period for which all employés would have to be paid.

But, in calculating the progress of the work and the time required for completing it, we must make a reasonable deduction for lost time from bad weather, when little or no work could be carried on at the exposed position at the flats. One day in seven, or say 20 days deducted from the 150, is little enough to be made in this climate, and especially for a position so much exposed to the winds from every quarter as St. Clair flats.

It will require the joint labor of a party of eight men at Herson Island, and for a similar party stationed at the flats, during 10 to 12 days, let us say during eleven (11) days, to counter-hew, trim to standard measure, frame the latticed bottom, cut and fit the dovetailed mortices and tenons to a pattern, bore the bolt holes, drive the bolts, sink in position, fill with stone, and complete the flooring for one crib.

Let it be borne in mind that there are 422 mortices and tenons (counting each as one) to be cut and accurately fitted to a model. If this part of the work be not done very carefully, the timbers would be easily rent asunder. Considering this, and the rest of the work necessary to complete a crib, it will be seen that 11 days, or even 12 days, is little enough time to allow.

Allowing 11 days to each crib, the whole enumerated force in this estimate will complete and adjust in position 4 cribs in 11 days. At this rate it will require 677 working days, which, allowing, as above, 130 actual working days to a season, is equal to five and two tenths ($5\frac{2}{10}$) years, with the means estimated for, to build the piers for St. Clair flats.

If we allow twelve (12) days as the time required for one crib, it will require five and two third ($5\frac{2}{3}$) years to complete these piers.

Hence the importance of the close piling on the windward side of the channel, in the first place, as per estimate N 36 *b*, in order to afford a temporary protection to the cut-out channel-way, and thus avoid subjecting the immense commerce passing annually over these flats to the delay of five years and upwards in getting this obstruction removed.

J. D. GRAHAM,
Maj. Top. Eng., Bvt. Lieut. Col., Sup'g. Eng.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 38.

ıt of the quantity and value of articles of merchandise received : port of Chicago, State of Illinois, by lake, having come over lair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
.....barrels..	54,589	$3 00	$163,767 00
ried).....bushels..	44,712	1 50	67,068 00
.....barrels..	5,391	10 00	53,910 00
:eam).....number..	95	1,500 00	142,500 00
ıd wagons .....do....	162	100 00	16,200 00
.....dozen..	44,986	2 00	89,972 00
.....number..	9,983	5 00	49,915 00
.....casks...	244	400 00	97,600 00
.....tons...	1,465	75 00	131,850 00
ı.....do....	2,375	75 00	178,125 00
.....do....	433	100 00	43,300 00
.....number..	190	50 00	950 00
e .....baskets..	975	12 00	11,700 00
.....casks...	2,953	30 00	88,590 00
.....barrels..	11,801	7 50	89,440 00
.....tons...	119,737	7 50	823,027 00
.....hogsheads..	447	75 00	35,550 00
.....sacks..	121,163	12 00	1,443,956 00
.....number..	46,250	20	9,250 00
.....boxes..	74,250	10 00	742,500 00
ıs .....tons...	1,247	45 00	49,890 00
.....do....	1,730	45 00	77,850 00
.....number..	640	150 00	96,000 00
:oad) .....tons...	28,737	60 00	2,155,200 00
.....bundles..	3,633	3 50	12,715 50
.....tons...	33,144	45 00	1,490,140 00
.....bars...	22,524	1 20	27,028 80
.....tons...	19,594	60 00	1,175,640 00
.....M feet..	5,460	15 00	71,960 00
se .....tons...	136,858	400 00	54,743,200 00
achines.....number..	335	108 00	35,000 00
.....tons...	1,708	55 00	93,940 00
se .....packages..	2,564,129	7 50	19,230,967 50
.....gallons..	1,164,193	50	582,096 50
.....kegs...	60,730	5 00	303,650 00
.....barrels..	2,276	40 00	99,040 00
.....dozen..	3,138	2 00	6,276 00
.....barrels..	961	20 00	18,220 00
.....dozen..	5,251	3 00	15,753 00
.....number..	106	150 00	15,900 00
ıairs.....do....	7,000	20 00	1,400 00
.....barrels..	1,189	4 50	5,495 00
.....boxes..	4,793	8 00	38,344 00
.....bags...	1,081,481	13	129,777 00
.....barrels..	211,656	2 50	429,140 00
.....tons...	180	22 50	4,050 00
.....boxes..	15,973	4 00	63,892 00
nes .....number..	10	1,000 00	10,000 00
.....gallons..	431,257	10	43,125 70
.....number..	547,412	8 00	4,379,296 00
.....pounds..	9,158,833	6	585,429 98
.....barrels..	211	5 00	1,055 00
machines.....number..	140	100 00	14,000 00
.....hogsheads..	1,493	76 53	144,300 00
.....bundles..	5,334	20 00	106,680 00
.....barrels..	394	30 00	11,820 00

N 38—Continued.

Articles.	Quantity.	Price of each.	Value.
Washboards .....dozen..	1,691	$3 50	$4,857 00
White lead.....tons..	5,619	221 00	1,241,799 00
Wine.....casks..	192	40 00	7,680 00
Total value of merchandise received at the port of Chicago, Illinois, which passed over St. Clair Flats in 1855, and not included in any other enumeration herewith presented	.....	.....	91,771,717 98

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE OF
LAKE MICHIGAN AND LAKE ST. CLAIR HARBOR WORKS,
Chicago, December 31, 1855.

N 39.

Statement of the quantity and value of articles of merchandise shipped from the port of Chicago, State of Illinois, by lake, having passed over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Ashes, pot.....tons...	112	$7 50	$840 00
Beef.....barrels..	58,286	13 00	757,718 00
Barley .....bushels..	2,145	1 25	2,671 25
Beans .....do....	490	2 00	980 00
Broom corn.....bales..	6,130	19 62	120,260 00
Butter .....pounds..	499,870	16	79,979 20
Cattle.....number..	2,286	6 25	14,300 00
Corn .....bushels..	7,615,575	65	4,973,523 85
Corn meal.....barrels..	2,493	6 00	14,958 00
Eggs .....dozen..	137,896	10	13,789 60
Fish.....barrels..	387	9 00	3,483 00
Flaxseed .....bushels..	2,398	2 50	5,395 50
Flour .....barrels..	96,143	8 00	769,144 00
Grass seed.....bushels..	66,822	2 25	147,849 50
Ham and bacon .....pounds..	2,294,136	13	298,823 68
Hemp.....tons...	1,538	100 00	153,800 00
Hides .....number..	125,433	4 00	501,732 00
High wines .....gallons..	214,391	40	85,756 40
Hogs, (live).....number..	1,016	15 00	15,240 00
Iron .....tons...	684	60 00	41,040 00
Lard.....pounds..	2,500,550	10	250,055 00
Lead.....pigs...	139,660	4 20	586,572 00
Oats .....bushels..	2,371,493	35	830,012 00
Oil.....barrels..	1,235	45 00	55,575 00
Oil cake .....tons...	425	200 00	85,000 00
Pork .....barrels..	56,675	17 00	946,475 00
Plaster .....do....	300	3 25	975 00
Pelts .....bales...	2,397	25 00	59,925 00
Reapers.....number..	280	150 00	42,000 00
Rye.....bushels..	16,525	1 25	20,656 25
Sheep.....number..	296	1 50	444 00

N 39—Continued.

Articles.	Quantity.	Price of each.	Value.
Sugar ..... hogsheads..	380	$69 00	$26,250 00
Tallow ..... pounds..	887,600	12	106,512 00
Tripe ..... barrels..	312	40 00	12,480 00
Tobacco ..... hogsheads..	2,180	52 43	114,300 00
Wheat ..... bushels..	6,023,194	1 70	10,239,429 00
Wool ..... pounds..	1,834,553	36	550,586 68
Total value of merchandise shipped from the port of Chicago, Illinois, which passed over St. Clair flats in 1855, and not included in any other enumeration herewith presented	.....	.....	21,928,530 91

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.
Chicago, December 31, 1855.

N 40.

Statement of the quantity and value of articles of merchandise received at the port of Milwaukie, State of Wisconsin, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Apples ..... barrels..	46,381	$2 50	$115,952 50
Apples, (dried) ..... pounds..	395,944	7	27,707 08
Axes ..... boxes..	3,475	10 00	34,750 00
Bark ..... cords..	1,020	6 00	6,120 00
Cheese ..... pounds..	383,500	10	38,350 00
Cider ..... barrels..	2,826	6 00	16,956 00
Coal ..... tons...	56,841	7 50	436,307 50
Codfish ..... boxes..	9,000	12 00	108,000 00
Coffee ..... bags...	30,221	15 00	452,315 00
Candy ..... boxes..	1,734	3 00	5,202 00
Glass ..... do....	25,442	2 50	63,250 00
Horses ..... number..	1,385	150 00	207,850 00
Iron ..... tons...	6,465	60 00	387,900 00
Iron, (railroad) ..... do....	13,992	60 00	839,520 00
Iron, (pig) ..... do....	1,821	45 00	81,945 00
Lumber ..... M feet..	8,947	20 00	178,940 00
Leather ..... rolls...	4,130	60 00	247,800 00
Molasses ..... barrels..	10,436	20 00	208,720 00
Mackerel ..... do....	2,100	12 00	25,200 00
Merchandise ..... tons...	50,180	140 00	7,025,200 00
Nails ..... kegs...	42,326	4 00	169,304 00
Oil ..... barrels..	6,300	40 00	252,000 00
Plaster ..... do....	800	3 00	2,400 00
Rice ..... tierces..	365	27 00	9,855 00
Raisins ..... boxes..	36,500	3 00	109,500 00
Salt ..... barrels..	74,592	1 75	130,536 00
Salt ..... sacks..	122,000	13	15,860 00
Saleratus ..... boxes...	8,674	2 50	21,675 00

N 40—Continued.

Articles.	Quantity.	Price of each.	Value.
Soap ..... boxes..	12,000	$8 00	$96,000 00
Starch ..... do....	8,000	2 50	20,000 00
Steel ..... tons...	200	145 00	29,000 00
Sugar ..... barrels..	15,944	18 00	286,992 00
Sugar ..... hogsheads..	21,000	70 00	1,470,000 00
Stoves ..... number..	22,200	10 00	222,000 00
Tea ..... chests..	22,700	22 00	499,400 00
Tobacco ..... pounds..	1,400,000	12	168,000 00
White lead ..... kegs..	22,000	2 50	55,000 00
Total value of imports at Milwaukie which came over St. Clair flats in the year 1855, not included in any other statement herewith presented	.....	.....	14,065,507 08

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 41.

Statement of the quantity and value of articles of merchandise shipped from the port of Milwaukie, State of Wisconsin, having passed over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Ashes, pot ..... tons.....	187	$100 00	$18,700 00
Barley ..... bushels...	51,196	1 00	51,196 00
Bacon ..... pounds...	935,483	10	93,548 30
Beef ..... barrels...	9,976	13 00	129,688 00
Corn ..... bushels...	117,000	60	70,200 00
Cranberries ..... do.....	500	4 00	2,000 00
Eggs ..... barrels...	500	15 00	7,500 00
Fish ..... do.....	2,140	9 00	19,260 00
Flour ..... do.....	201,393	8 00	1,611,144 00
Grass seed ..... bushels...	93,485	2 25	210,341 00
Hams and shoulders ..... barrels...	13,704	18 00	246,672 00
Hops ..... pounds...	40,000	8	3,200 00
Hides ..... number..	15,000	4 00	60,000 00
Lard ..... barrels...	4,423	20 00	88,460 00
Lard ..... kegs.....	501	10 00	5,010 00
Oats ..... bushels...	18,000	40	7,200 00
Pork ..... barrels...	36,546	15 00	548,190 00
Potatoes ..... bushels...	37,893	75	28,419 75
Rye ..... do.....	61,646	1 00	61,646 00
Wheat ..... do.....	3,186,493	1 65	5,257,713 45
Wool ..... pounds...	625,280	35	218,848 00
Total value of exports from Milwaukie which passed over St. Clair flats in the year 1855, and not included in any other statement herewith presented	.....	.....	8,738,936 75

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 42.

ment of the quantity and value of articles of merchandise received the port of Detroit, State of Michigan, having come over St. Clair 's during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
.....tons.....	793	$522 00	$413,840 00
.....bushels...	15,950	65	10,367 50
.....barrels ...	3,495	9 00	31,455 00
tones .....tons.....	325	47 00	15,625 00
.....do.....	161	60 00	9,660 00
.....thousand .	11,267	3 00	33,801 00
r.....1,000 feet .	7,391	16 00	118,256 00
r oak.....do.....	150	20 00	3,000 00
.....bushels...	47,000	40 00	18,800 00
.....do.....	793	16 00	12,688 00
es.....thousand .	2,318	4 00	9,272 00
alue of merchandise received at the of Detroit, Michigan, which passed St. Clair flats in arriving, in 1855, not included in any other enumera- herewith presented	.....	.....	676,764 50

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

CE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 43.

nent of the quantity and value of articles of merchandise shipped m the port of Detroit, State of Michigan, having passed over St. air flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
.....number..	381	$50 00	$19,000 00
r.....M feet..	1,461	16 00	23,376 00
r, oak .....do....	130	20 00	2,600 00
ndise, such as teas, sugar, grocewoollen and cotton goods, clothing, rs, &c.....tons..	67,900	300 00	20,370,000 00
ndise, such as teas, sugar, grocewoollen and cotton goods, clothing, rs, &c.....packages..	21,000	25 00	525,000 00
.....barrels..	120	40 00	4,800 00
.....do....	3,800	16 00	60,800 00
alue of merchandise shipped from port of Detroit, Michigan, which d over St. Clair flats in the year and not included in any other state- herewith presented.....	.....	.....	21,005,626 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

CE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 44.

Statement of the quantity and value of articles of merchandise received at the port of Toledo, State of Ohio, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Lumber.....M feet..	7,139	$16 00	$114,224 00
Laths.....M....	3,131	3 00	9,393 00
Shingles.....do....	5,427	4 00	21,708 00
Total value of merchandise received at Toledo, Ohio, which came over St. Clair flats in 1855, and not included in any other statement herewith presented.....	.....	.....	145,325 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 45.

Statement of the quantity and value of articles of merchandise received at the port of Cleveland, Ohio, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Copper.....tons...	2,850	$560 00	$1,596,000 00
Fish.....barrels..	12,327	9 00	110,943 00
Flour.....do....	8,476	8 00	27,808 00
Iron.....tons...	2,631	60 00	157,860 00
Iron ore.....do....	6,332	40 00	253,280 00
Lath.....M....	3,629	3 00	10,887 00
Lumber.....M feet..	4,360	20 00	87,200 00
Potatoes.....bushels..	21,493	1 00	21,493 00
Shingles.....M....	4,332	4 00	17,328 00
Ship knees.....number..	240	5 00	1,200 00
Wheat.....bushels..	47,123	1 50	70,684 50
Total value of merchandise received at the port of Cleveland, Ohio, which came over St. Clair flats in 1855, and not included in any other statement herewith presented.....	.....	.....	2,354,683 50

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 46.

ent of the quantity and value of articles of merchandise shipped the port of Cleveland, State of Ohio, by lake, having passed over 'lair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
.....barrels..	3,473	$13 00	$45,149 00
.....pounds..	115,080	15	17,262 00
.....number..	1,270	50 00	63,500 00
.....pounds..	52,421	10	5,242 10
.....tons....	25,463	5 00	127,315 00
.....bushels..	16,427	65	10,677 55
.....barrels..	9,184	8 50	78,064 00
.....number..	321	12 00	3,852 00
.....do....	43	100 00	4,300 00
.....tons....	1,296	60 00	77,760 00
.....barrels..	1,247	20 00	24,940 00
lise.....tons....	21,394	400 00	8,557,600 00
.....kegs....	5,634	5 00	28,170 00
.....bushels..	15,940	40 00	6,376 00
.....barrels..	7,496	16 00	119,936 00
cars.....number..	40	1,000 00	40,000 00
.....barrels..	14,862	2 00	29,724 00
re .....gallons..	27,380	10	2,738 00
.....bushels..	3,471	1 50	5,206 50
ue of shipments, as far as they e actually obtained, from Cleve- hio, that went over St. Clair flats , not included in any other state- rewith presented	.....	.....	9,247,812 15

all of the above articles were shipped to Lake Superior. The value of the articles of merchandise was obtained from the agent of one of the mining com- Cleveland. It was impossible, without devoting a very long time and more labor d be spared, to get this list complete in all its departments. There are many shipment not included here, and it is believed that the whole value of shipments eland, over St. Clair flats, during the year 1855, amounted to full fifteen millions ; that is to say.....$15,000,000 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 47.

Statement of the quantity and value of articles of merchandise sh from the port of Erie, State of Pennsylvania, by lake, having p over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Valu
Coal.....tons....	32,391	$5 00	$161,
Total value of merchandise shipped from the port of Erie, Pennsylvania, which went over St. Clair flats in 1855, and not included in any other statement herewith presented.....	.....	.....	161,

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engi

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 48.

Statement of the quantity and value of articles of merchandise rec at the port of Buffalo, State of New York, having come over St. flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Valu
Ashes, pot .....tons...	106	$100 00	$10,
Barley .....bushels..	42,703	1 25	53,
Beans.....do....	640	2 00	1,
Butter .....pounds..	43,540	15	6,
Corn.....bushels..	122,973	70	86,
Copper .....tons...	550	560 00	308,
Cranberries .....bushels..	381	3 00	1,
Fish.....barrels..	13,502	9 00	121,
Flour .....do....	32,436	8 50	275,
Hams .....do....	542	20 00	10,
Hides.....number.	22,295	5 00	111,
Laths .....M....	1,960	3 00	5,
Lard.....pounds..	132,000	10	13,
Lumber .....M. feet..	4,181	20 00	83,
Oats .....bushels..	189,000	45	85,
Oil .....gallons..	17,160	1 00	17,
Plaster .....barrels..	1,496	3 00	4,
Pork .....do....	5,410	17 00	91,
Potatoes.....bushels..	13,493	1 00	13,
Rags .....tons...	527	45 00	23,
Rye .....bushels..	73,310	1 25	91,
Seed .....do....	4,940	2 25	11,
Sheep pelts.....number..	119,900	50	59,
Shingles .....M....	24,350	4 00	97,
Shooks .....hhds...	7,502	4 00	30,
Staves.....M....	2,420	25 00	60,5

N 48—Continued.

Articles.	Quantity.	Price of each.	Value.
.....M. cub. feet.	54,600	$80 00	$436,800 00
.....bushels..	403,953	1 75	706,917 75
.....bales...	1,370	35 00	47,950 00
lue of merchandise received at the ' Buffalo, New York, which came t. Clair flats in the year 1855, and luded in any other statement here- esented.....	.....	.....	2,867,407 10

J. D. GRAHAM,
Maj. Top. Eng., Bvt. Lieut. Col., Superintending Engineers.

: GENERAL SUPERITENDENCE, &c.,
Chicago, December 31, 1855.

N 49.

ent of the quantity and value of articles of merchandise shipped the port of Buffalo, State of New York, having passed over St. ir flats during the year ending December 31, 1855.

andise, embracing articles of chief value shipped by the American and by the west- sportation companies, and by the principal shipping merchants of Buffalo to Chica- raukie, and other Lake Michigan ports, also to Mackinaw and Green Bay. This idise consists of broadcloths, cassimeres, silks, wearing apparel, and all other kinds oods; Brussels and other carpetings, hats and caps, China, glass, and plated ware, id medicines, straw goods, and all kinds of fancy articles.

impossible to get the items in detail here, as at other ports, without occupying months in the labor. The books being footed in tons, it was considered the most way to estimate the average value per ton. Five hundred dollars per ton is evi- elow the average value of such articles. It is believed that $750 average per ton ot be too much. But to be carefully within bounds we assume $500 per ton average. tement stands then as follows:

merchandise shipped from Buffalo, New York, over St. Clair flats in the year 1855, *and not included in any other statement herewith presented.*

ty	153,120
f each.....	$500
.....	76,560,000

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

ICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 50.

Statement of the quantity and value of articles of merchandise received at the port of Oswego, State of New York, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Lumber.....M feet..	1,200	$16 00	$19,200 00
Total value of merchandise received at the ports of Oswego, New York, which came over St. Clair flats in the year 1855, and not included in any other statement herewith presented.....	.....	.....	19,200 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 51.

Statement of the quantity and value of articles of merchandise received at the port of Ogdensburg, State of New York, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Lumber.....M feet..	497	$20 00	$9,940 00
Total value of merchandise received at the port of Ogdensburg, New York, which came over St. Clair flats, in the year 1855, and not included in any other statement herewith presented.....	.....	.....	9,940 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 52.

ıt of the quantity and value of articles of merchandise shipped the port of Ogdensburg, State of New York, by lake, having l over St. Clair flats during the year ending December 31, 1855.

rchandise shipped from the port of Ogdensburg, New York, which went over St. Clair ı in the year 1855, *and not included in any other statement herewith presented.*

.....	5,381
ch.....	$300
.....	1,614,300

ıs no way of getting all the items in detail constituting this merchandise. I have, estimated ıt in gross at $300 per ton, the same as for articles of like description ım Detroit, (see N 43.) It is a low average, undoubtedly below the real value, les costly articles, such as teas, sugar, coffee, and groceries of all kinds, woollen goods, clothing, liquors, &c.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer, &c.

GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 53.

nt of the number of vessels and their tonnage belonging to the ıl districts herein named, which were engaged in the trade over lair flats; also the estimated value of the said vessels in the year

llection districts.	Number of vessels belonging to each district trading over St. Clair flats.	Average tonnage of each vessel, including both steam and sail vessels.	Total tonnage of each district trading over St. Clair flats.	Average value per ton register of each vessel, including both steam and sail vessels.	Total valuation of vessels trading over St. Clair flats.
llinois	70	300	21,000	$40 00	$840,000 00
ɜ, Wisconsin.....	50	300	15,000	40 00	600,000 00
lichigan.....	57	375	21,375	50 00	1,068,750 00
, Ohio	150	450	67,500	45 00	3,037,500 00
lew York.....	120	450	54,000	45 00	2,430,000 00
Vew York	50	275	13,750	35 00	481,250 00
rg, New York.....	10	275	2,750	35 00	96,250 00
.....	507	.....	195,375	.....	8,553,750 00

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer

GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 54.

I.—*Statement of the amount of freight accruing on the tonnage belonging to the districts herein named, which passed over St. Clair flats in American vessels in the year* 1855.

Collection districts.	Amount of freight in registered tonnage belonging to each district which passed over St. Clair flats in American vessels.	Cost of freight per registered ton.	Cost of freight for each dist'ct on tonnage which passed over St. Clair flats in American vessels in 1855.	Total value of freights accruing on shipments over St. Clair flats in American vessels in each district for the year 1855.
Chicago, Illinois—				
Shipments to. (See N 55) ...	488,913	$6 00	$2,933,478 00	$5,770,056 00
Shipments from. (See N 56).	472,763	6 00	2,836,578 00	
Milwaukie, Wisconsin—				
Shipments to. (See N 57) ...	206,421	6 00	1,238,526 00	2,485,062 00
Shipments from. (See N 58).	207,756	6 00	1,246,536 00	
Detroit, Michigan—				
Shipments to. (See N 59) ...	279,330	6 00	1,675,980 00	3,405,348 00
Shipments from. (See N 60).	288,228	6 00	1,729,368 00	
Cleveland, Ohio—				
Shipments to. (See N 61 and N 63)	107,059	6 00	642,354 00	1,393,548 00
Shipments from. (See N 62 and 64)	125,199	6 00	751,194 00	
Buffalo, New York—				
Shipments to. (See N 65) ...	55,388	6 00	332,328 00	682,416 00
Shipments from. (See N 66).	58,348	6 00	350,088 00	
Oswego, New York—				
Shipments to. (See N 67) ...	1,324	6 00	7,944 00	15,888 00
Shipments from. (See N 68).	1,324	6 00	7,944 00	
Ogdensburg, New York—				
Shipments to. (See N 69) ...	450	6 00	2,700 00	9,522 00
Shipments from. (See N 70).	1,137	6 00	6,822 00	
Total.....	*2,293,640	.....	.....	†13,761,840 00

* Total amount of freight in registered tonnage which passed St. Clair flats in American vessels in the year 1855.

† Total amount in money which accrued on freights over St. Clair flats in American vessels in the year 1855.

N 54—Continued.

'atement of the amount of freight accruing on the tonnage which 'd over St. Clair flats, in foreign vessels, to and from American in the year 1855.

f American ports to and hich cargoes were shipped t. Clair flats, in foreign	Amount of freight, computed in American registed tonnage, which passed over St. Clair flats in foreign vessels in the year 1855.	Estimated cost of freight per registered ton.	Estimated cost of freight on tonnage which passed over St. Clair flats in foreign vessels in the year 1855.	Total estimated value of freight accruing on shipments over St. Clair flats in foreign vessels in the year 1855.
llinois. (See N 55 and	87,846	$6 00	$527,076 00	$551,256 00
, Ohio. (See N 61 and	4,030	6 00	24,180 00	
al.....	91,876	.....	.....	551,266 00

J. D. GRAHAM,
Maj. Top. Eng., Bvt. Lieut. Col., Superintending Engineer.

GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 55.

nt of the number and tonnage of American and foreign vessels rrived at the port of Chicago, Illinois, and came over St. Clair luring the year ending December 31, 1855.

***Arrivals at Chicago, Illinois, that came over St. Clair flats in* 1855.**

character of ssels.	Number of the crossings of American vessels that have come over St. Clair flats.	Number of the crossings of foreign vessels that have come over St. Clair flats.	Tonnage that has come over St. Clair flats in American vessels.	Tonnage that has come over St. Clair flats in foreign vessels.	Total tonnage, both Am. and foreign that came over St. Clair flats to port of Chicago in 1855.
.....	1,432	.....	488,913	.....	488,913
.....	.....	117	.....	35,386	35,386
.....	.....	.....	.....	.....	524,299

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 56.

Statement of the number and tonnage of American and foreign vessels that went from the port of Chicago, Illinois, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Chicago, Illinois, that went over St. Clair flats in 1855.

National character of vessels.	Number of the crossings of American vessels that have gone over St. Clair flats	Number of the crossings of foreign vessels that have gone over St. Clair flats.	Tonnage that has crossed St. Clair flats in American vessels.	Tonnage that has crossed St. Clair flats in foreign vessels.	Total tonnage, both Am. and foreign, that went from the port of Chicago and passed over St. Clair flats in the year 1855.
American	1,437	.....	472,763	.....	472,763
Foreign	.....	123	.....	34,891	34,891
Total	.....	.....	.....	.....	507,654

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 57.

Statement of the number and tonnage of American and foreign vessels that arrived at the port of Milwaukie, Wisconsin, and came over St. Clair flats during the year ending December 31, 1855.

Arrivals at Milwaukie, Wisconsin, that came over St. Clair flats in 1855.

Number of the crossings of American vessels that have come over St. Clair flats	450
Tonnage that has come over St. Clair flats in American vessels	206,421
Total American tonnage that arrived at the port of Milwaukie and came over St. Clair flats in the year 1855.....	206,421

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 58.

'atement of the number and tonnage of American vessels that went from the port of Milwaukie, Wisconsin, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Milwaukie, Wisconsin, that went over St. Clair flats in 1855.

nber of the crossings of American vessels that have gone over St. Clair flats .	439
nage that has crossed St. Clair flats in American vessels	207,756
l American tonnage that went from the port of Milwaukie and crossed St. air flats in the year 1855	207,756

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

FFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 59.

tement of the number and tonnage of American vessels that arrived t the port of Detroit, Michigan, and came over St. Clair flats during 'e year ending December 31, 1855.

Arrivals at Detroit, Michigan, that came over St. Clair flats in 1855.

ıber of the crossings of American vessels that have come over St. Clair flats.	428
nage that has come over St. Clair flats in American vessels	279,330
l American tonnage that arrived at the port of Detroit and came over St. air flats in the year 1855	279,330

ıis statement does not include the vessels that arrived from the ports of Chicago and. raukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

'FICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 60.

'ement of the number and tonnage of American vessels that went from :e port of Detroit, Michigan, and crossed St. Clair flats during the ear ending December 31, 1855.

Departures from Detroit, Michigan, that went over St. Clair flats in 1855.

ber of the crossings of American vessels that have gone over St. Clair flats..	496
ıage that has crossed St. Clair flats in American vessels	288,228
l American tonnage that went from the port of Detroit and crossed over St. ıir flats in the year 1855	288,228

is statement does not include the vessels that cleared from this port for the ports of ıgo and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut Colonel, Superintending Engineer.

FICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 56.

Statement of the number and tonnage of American and foreign vessels that went from the port of Chicago, Illinois, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Chicago, Illinois, that went over St. Clair flats in 1855.

National character of vessels.	Number of the crossings of American vessels that have gone over St. Clair flats	Number of the crossings of foreign vessels that have gone over St. Clair flats.	Tonnage that has crossed St. Clair flats in American vessels.	Tonnage that has crossed St. Clair flats in foreign vessels.	Total tonnage, both Am. and foreign, that went from the port of Chicago and passed over St. Clair flats in the year 1855.
American	1,437	.....	472,763	.....	472,763
Foreign	.....	123	.....	34,891	34,891
Total	.....	.....	.....	.....	507,654

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 57.

Statement of the number and tonnage of American and foreign vessels that arrived at the port of Milwaukie, Wisconsin, and came over St. Clair flats during the year ending December 31, 1855.

Arrivals at Milwaukie, Wisconsin, that came over St. Clair flats in 1855.

Number of the crossings of American vessels that have come over St. Clair flats	450
Tonnage that has come over St. Clair flats in American vessels	206,421
Total American tonnage that arrived at the port of Milwaukie and came over St. Clair flats in the year 1855	206,421

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 58.

Statement of the number and tonnage of American vessels that went from the port of Milwaukie, Wisconsin, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Milwaukie, Wisconsin, that went over St. Clair flats in 1855.

Number of the crossings of American vessels that have gone over St. Clair flats .	439
Tonnage that has crossed St. Clair flats in American vessels	207,756
Total American tonnage that went from the port of Milwaukie and crossed St. Clair flats in the year 1855	207,756

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 59.

Statement of the number and tonnage of American vessels that arrived at the port of Detroit, Michigan, and came over St. Clair flats during the year ending December 31, 1855.

Arrivals at Detroit, Michigan, that came over St. Clair flats in 1855.

Number of the crossings of American vessels that have come over St. Clair flats.	428
Tonnage that has come over St. Clair flats in American vessels	279,330
Total American tonnage that arrived at the port of Detroit and came over St. Clair flats in the year 1855	279,330

This statement does not include the vessels that arrived from the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 60.

Statement of the number and tonnage of American vessels that went from the port of Detroit, Michigan, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Detroit, Michigan, that went over St. Clair flats in 1855.

Number of the crossings of American vessels that have gone over St. Clair flats..	496
Tonnage that has crossed St. Clair flats in American vessels	288,228
Total American tonnage that went from the port of Detroit and crossed over St. Clair flats in the year 1855	288,228

This statement does not include the vessels that cleared from this port for the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 66.

Statement of the number and tonnage of American vessels that went from the port of Buffalo, New York, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Buffalo New York, that went over St. Clair flats in 1855.

Number of the crossings of American vessels that have gone over St. Clair flats....	210
Tonnage that has crossed St. Clair flats in American vessels.....	58,348
Total American tonnage that went from the port of Buffalo and crossed St. Clair flats in the year 1855.....	58,348

This statement does not include the vessels that cleared from this port for the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.
Chicago, December 31, 1855.

N 67.

Statement of the number and tonnage of American vessels that arrived at the port of Oswego, New York, and came over St. Clair flats during the year ending December 31, 1855.

Arrivals at Oswego, New York, that came over St. Clair flats in 1855.

Number of the crossings of American vessels that have come over St. Clair flats...	8
Tonnage that has come over St. Clair flats in American vessels.....	1,324
Total American tonnage that arrived at the port of Oswego and came over St. Clair flats in the year 1855	1,324

This statement does not include the vessels that arrived at this port from the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 68.

Statement of the number and tonnage of American vessels that went from the port of Oswego, New York, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Oswego, New York, that went over St. Clair flats in 1855.

Number of the crossings of American vessels that have gone over St. Clair flats...	8
Tonnage that has crossed St. Clair flats in American vessels.....	1,324
Total American tonnage that went from the port of Oswego and crossed St. Clair flats in the year 1855.....	1,324

This statement does not include the vessels that cleared from this port for the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 63.

Statement of the number and tonnage of American vessels that arrived at the port of Toledo, Ohio, and came over St. Clair flats, during the year ending December 31, 1855.

Arrivals at Toledo, State of Ohio, that came over St. Clair flats in 1855.

Number of the crossings of American vessels that have come over St. Clair flats ...	73
Tonnage that has come over St. Clair flats in American vessels	10,585
Total American tonnage that arrived at the port of Toledo and came over St. Clair flats in the year 1855	10,585

This statement does not include the vessels that arrived at this port from the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 64.

Statement of the number and tonnage of American vessels that went from the port of Toledo, State of Ohio, and crossed St. Clair flats, during the year ending December 31, 1855.

Departures from Toledo, State of Ohio, that went over St. Clair flats in 1855.

Number of the crossings of American vessels that have gone over St. Clair flats ...	69
Tonnage that has crossed St. Clair flats in American vessels.....	10,071
Total American tonnage that went from the port of Toledo and crossed St. Clair flats in the year 1855	10,071

This statement does not include the vessels that cleared from this port for the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 65.

Statement of the number and tonnage of American vessels that arrived at the port of Buffalo, New York, and came over St. Clair flats during the year ending December 31, 1855.

Arrivals at Buffalo, New York, that came over St. Clair flats in 1855.

Number of the crossings of American vessels that have come over St. Clair flats...	184
Tonnage that has come over St. Clair flats in American vessels.....	55,388
Total American tonnage that arrived at the port of Buffalo and came over St. Clair flats in the year 1855	55,388

This statement does not include the vessels that arrived from the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 66.

Statement of the number and tonnage of American vessels that went from the port of Buffalo, New York, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Buffalo New York, that went over St. Clair flats in 1855.

Number of the crossings of American vessels that have gone over St. Clair flats....	210
Tonnage that has crossed St. Clair flats in American vessels.....	58,348
Total American tonnage that went from the port of Buffalo and crossed St. Clair flats in the year 1855.....	58,348

This statement does not include the vessels that cleared from this port for the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.
Chicago, December 31, 1855.

N 67.

Statement of the number and tonnage of American vessels that arrived at the port of Oswego, New York, and came over St. Clair flats during the year ending December 31, 1855.

Arrivals at Oswego, New York, that came over St. Clair flats in 1855.

Number of the crossings of American vessels that have come over St. Clair flats...	8
Tonnage that has come over St. Clair flats in American vessels.....	1,324
Total American tonnage that arrived at the port of Oswego and came over St. Clair flats in the year 1855	1,324

This statement does not include the vessels that arrived at this port from the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 68.

Statement of the number and tonnage of American vessels that went from the port of Oswego, New York, and crossed St. Clair flats during the year ending December 31, 1855.

Departures from Oswego, New York, that went over St. Clair flats in 1855.

Number of the crossings of American vessels that have gone over St. Clair flats...	8
Tonnage that has crossed St. Clair flats in American vessels.....	1,324
Total American tonnage that went from the port of Oswego and crossed St. Clair flats in the year 1855.....	1,324

This statement does not include the vessels that cleared from this port for the ports of Chicago and Milwaukie.

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

N 73.

ıent of the quantity and value of articles of the growth, produce, manufacture of the United States, shipped from the port of Chicago reign countries, in foreign vessels, having passed over St. Clair during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
.....barrels..	1,467	$13 00	$19,071 00
.....bushels..	119,020	76¼	90,909 00
.....barrels..	2,692	7 15 5-7	19,268 00
d bacon .....pounds..	45,537	7 7-9	3,542 00
.....cwt...	121	8 10 9-10	981 00
.....pounds..	31,460	9	2,831 00
.....barrels..	4,723	16 25	77,353 00
s, and other small grain	.....	.....	332 00
.....bushels..	273,967	1 48 11-12	407,024 00
.....pounds..	91,972	8	7,357 76
ılue of merchandise, the growth, e, and manufacture of the United , shipped from the port of Chicago eign countries, in foreign vessels, passed over St. Clair flats in the 855.....	.....	.....	628,668 76

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

E GENERAL SUPERINTENDENCE, &c., *Chicago, December* 31, 1855.

N 74.

ent of the quantity and value of articles of foreign merchandise ved at the port of Chicago, from foreign countries, in American ls, having come over St. Clair flats during the year ending De- er 31, 1855.

Articles.	Quantity.	Price of each.	Value.
.....gallons..	1,600	$0 80	$1,280 00
.....cwt..	1,960	1 00	1,960 00
.....bushels..	5,295	1 00	5,295 00
.....dozen..	23	7 33	168 59
not enumerated, consisting of wear- parel, woollen and cotton goods, anufactures of wood.....	.....	.....	46,689 23
lue of foreign merchandise received port of Chicago, from foreign coun- n American vessels, which came t. Clair flats in 1855.....	.....	.....	55,392 82

J. D. GRAHAM,
Major Top. Engineers, Bvt. Lieut. Colonel, Superintending Engineer.

RAL SUPERINTENDENCE OFFICE, &c., *Chicago, December* 31, 1855.

N 75.

Statement of the quantity and value of articles of foreign merchandise received at the port of Chicago from foreign countries, in foreign vessels, having come over St. Clair flats during the year ending December 31, 1855.

Articles.	Quantity.	Price of each.	Value.
Bar iron .....cwt...	2,733	$13 00	$36,049 00
Pig iron .....do...	9,777	1 00	9,777 00
All other articles, manufactures of wood, wearing apparel, woollen and a small portion of cotton goods.....	.....	.....	180,000 00
Total value of foreign merchandise received at the port of Chicago from foreign countries, in foreign vessels, which came over St. Clair flats in 1855.....			225,826 00

J. D. GRAHAM,
Maj. Top. Eng., Bvt. Lieut. Col., Superintending Engineer.

OFFICE GENERAL SUPERINTENDENCE, &c.,
Chicago, December 31, 1855.

CONGRESS, Session. } SENATE. { Ex. Doc. No. 74.

MESSAGE

OF

E PRESIDENT OF THE UNITED STATES,

COMMUNICATING

of the correspondence with the British government, received since the message of the 27th of February last.

1856.—Read, referred to the Committee on Foreign Relations, and ordered to be printed.

Senate of the United States:

nsmit a copy of, and extracts from, dispatches of the late minis- the United States at London, and of his correspondence with larendon, which accompanied them, relative to the enlistment ers for the British army within the United States by agents of vernment of Great Britain. These dispatches have been re- since my message to the Senate upon the subject of the 27th of ry last.

FRANKLIN PIERCE.

HINGTON, *May* 20, 1856.

Mr. Buchanan to Mr. Marcy.

[Extract.]

1.] LEGATION OF THE UNITED STATES,
London, February 12, 1856.

I was somewhat surprised at the broad statement made by almerston in the House of Commons on Friday night last, e *Times* of Saturday morning,) "That when the communica- which I have referred [that contained in Lord Clarendon's note f the 16th July last] was made to the American minister in he expressed himself satisfied with the explanation, and said felt confident that his government would entertain a similar in regard to it."

nately the expression, and the only expression, verbal or writ- ich I employed upon the occasion is contained in my note to larendon of the 18th July, acknowledging the receipt of his

note of the 16th, and is in the following language: "And the undersigned will have much satisfaction in transmitting a copy of his lordship's note to the Secretary of State by the next steamer."

From this you will perceive that I made no allusion whatever to what might be the opinion of my government in regard to Lord Clarendon's note, nor did I express any opinion of my own, except what might have been inferred from the statement that I would have much satisfaction in transmitting a copy of this note to the Secretary of State.

I have never had any conversation at any time with Lord Palmerston on the subject. And the matter thus rested between Lord Clarendon and myself until after the 24th September, on which day I received your dispatch, No. 107, of the 8th September, with the documents implicating Mr. Crampton in the recruitment question. From this dispatch I learned that you had resolved to conduct the subsequent correspondence yourself directly with Mr. Crampton at Washington, and this on account of his personal complicity in the affair.

Under these circumstances, I had no occasion of sufficient importance to see Lord Clarendon from the 24th September until the 29th October, this being a season of the year when, according to the current phrase, "everybody is out of town," and all public business is suspended, except in urgent cases.

On the 29th October, I called upon his lordship, by appointment, for the purpose of bringing to his serious attention the question of sending a British fleet to Bermuda and Jamaica; and on this first opportunity which had presented, I informed him, "That when in acknowledging the receipt of his note to me, [of the 16th July,] on the subject of enlistments, I had expressed the satisfaction I should feel in forwarding it to Washington, I had not the most distant idea that Mr. Crampton was implicated in these enlistments," &c. [Vide my dispatch, No. 98, of the 30th October.]

Again, at an interview with his lordship on the 1st November, I employed substantially the same language, adding thereto that I was "sorry to say satisfactory proof existed that Mr. Crampton and other British officers had before and since [the date of his note of the 16th July] been engaged in aiding and countenancing these proceedings and recruitments," &c. [Vide my dispatch, No. 99, of the 2d November.]

I need scarcely refer to my recent dispatch, No. 117, of the 1st instant, wherein I reported to you the correction I had made in conversation with Lord Clarendon, of the statement contained in his dispatch to Mr. Crampton of the 16th November, because he had omitted from his statement the qualification which I made at the time, that when I had received his note of the 15th July, I had not the least idea of Mr. Crampton's complicity in the business of recruiting.

Had Lord Palmerston, therefore, been careful to consult accuracy, he would have said: "When the communication to which I have referred was made to the American minister in London, he expressed the satisfaction he would have in communicating it to his government: but having subsequently learned that the British minister at Washington was implicated in the transaction, he informed Lord Clarendon

more than once that he did not know that fact when he expressed this satisfaction."

* * * * * * * *

Yours, very respectfully,

JAMES BUCHANAN.

Hon. WILLIAM L. MARCY,
Secretary of State.

Mr. Buchanan to Mr. Marcy.

[Extract.]

No. 123.] LEGATION OF THE UNITED STATES,
London, February 19, 1856.

SIR: I have the honor to transmit to you the copy of a note which I addressed to Lord Clarendon on the 16th instant.

Your attention has doubtless been attracted to the debate on American affairs in the House of Commons, on Friday last, (15th,) and reported in the Times the next morning, in which Mr. Roebuck, Lord Palmerston, Mr. Disraeli and Mr. Gibson participated.

From this you will observe that Lord Palmerston, whilst refusing to lay upon the table the correspondence relating to British recruitments in the United States, has stated such facts in regard to its contents as would favor his own side of the question, without the necessary and inseparable qualifications which could alone present these facts in their true character. This course of proceeding was well calculated to make an erroneous impression on the House.

This was the first official information to the British people that you had demanded the recall of Mr. Crampton and the consuls, whilst entirely suppressing the reasons on which this demand was founded. This announcement has produced a marked impression upon the public, although well-informed people had reason to know the fact previously from the American journals.

* * * * * * * * *

Mr. Buchanan to Lord Clarendon.

LEGATION OF THE UNITED STATES,
London, February 16, 1856.

MY LORD: Considering what has been said in the two Houses of Parliament in relation to myself, in advance of the publication of the correspondence between the two governments on the recruitment question, I have deemed it a duty to communicate to your lordship, as you are the only individual in this country to whom I could make such a

communication with propriety, an extract from my dispatch of Tuesday last, the 12th instant, to the Secretary of State, upon this subject, which was transmitted to Washington, on Wednesday, by the steamer "Arago," from Southampton.

Yours, very respectfully,

JAMES BUCHANAN

The Right Hon. THE EARL OF CLARENDON, *&c.*, *&c.*, *&c.*

Mr. Buchanan to Mr. Marcy.

[Extract.]

[No. 124.] LEGATION OF THE UNITED STATES,
London, February 22, 1856.

SIR: I have the honor to transmit to you a copy of the answer of Lord Clarendon, or rather of Lord Palmerston, (for the former is now in Paris,) dated on the 20th instant, to my note to Lord Clarendon of the 16th instant, (a copy of which I transmitted to you with my dispatch, No. 123, of the 19th instant,) together with a copy of my reply of this date.

In this reply I have truly said, it would afford me much satisfaction to comply with Lord Palmerston's request, and to transmit a copy of Lord Clarendon's note to you by to-morrow's steamer. And why? Because this note is an admission that Lord Palmerston had no other foundation for all he has said on the subject of my satisfaction with Lord Clarendon's note of the 16th July, except the fact, that in acknowledging its receipt, I had stated I would have much satisfaction in transmitting a copy of it to you.

The note itself, to which Lord Clarendon has signed his name, is evidently the production of a person who has placed himself in such a dilemma that every attempt he makes to escape from it only involves him in greater difficulties.

Lord Palmerston has left the impression upon his audience in the House of Commons, that up to the present moment I am satisfied with the explanation of the 16th July, by remaining entirely silent in regard to the communication which I made to Lord Clarendon in October; and the excuse which he makes for this conduct is most extraordinary. According to his mode of reasoning, if you had informed me three months ago that the character of an individual was good, notwithstanding you might have afterwards called upon me and told me you had come to the knowledge of a fact which materially injured his character, I would yet be perfectly justified in publishing to the world, and this on your authority, that the character of the individual was still fair, without the most remote allusion to your subsequent change of opinion.

* * * * * * * * *

Yours, very respectfully, JAMES BUCHANAN.

Hon. WILLIAM L. MARCY, *Secretary of State.*

Lord Clarendon to Mr. Buchanan.

FOREIGN OFFICE, *February* 20, 1856.

SIR: I have the honor to acknowledge the receipt of your letter of the 16th instant, inclosing a copy of a dispatch which you had addressed to your government on the 12th instant, with reference to a statement made by Viscount Palmerston on Friday the 8th instant, "that when the communication to which I have referred (that contained in my note to you of the 16th July) was made to the American minister in London, he expressed himself satisfied with the explanation, and said that he felt confident that his government would entertain a similar feeling in regard to it."

I have not failed to communicate your letter and its inclosure to Viscount Palmerston, who has requested me to state to you, in reply, that he should feel much regret if he had unintentionally misrepresented the tenor of any communication which you had made to her Majesty's government, but it seems to him that there is no essential difference between the substance and the effect of what he said in the House of Commons, and the statement which you now make in regard to the same point.

Although it appears that he did not correctly quote the words you had used, Viscount Palmerston said in the House of Commons that you had expressed yourself satisfied with my note of the 16th of July, and that you had expressed your expectation that your government would be so also.

You say that you only said that you had *much satisfaction* in transmitting to the United States government a copy of my note. I cannot but think, however, that this comes to the same meaning, because he could not have felt *much satisfaction* in transmitting a copy of that note, if that note had not appeared to you to be satisfactory, and if you had not expected that it would have been so considered by your government also.

Viscount Palmerston, moreover, with reference to that part of your dispatch to Mr. Marcy which adverts to your communication to me in October last, would beg to observe that the accuracy of his statement as to the impression produced upon your mind in July by my note of the 16th of that month cannot be affected by the tenor of your statement to me three months afterwards, on the 29th of October, founded upon communications, whether correct or incorrect, which you had then recently received from Washington.

Viscount Palmerston adds that he would be much obliged to you, if you will have the goodness to transmit to your government a copy of this explanation on his part.

With reference to a passage in your dispatch to Mr. Marcy as to the suspension of public business in the autumn, when "everybody is out of town," I beg leave to observe that, with the exception of a few days when I was in attendance on the Queen, during her Majesty's visit to Paris, I was accessible during the whole of the autumn to any of the representatives of foreign powers who wished to see me, being

invariably in the habit of coming to the foreign office for several days in each week, from my country seat only a few miles from London.

I have the honor to be, with high consideration, sir, your most obedient humble servant,

CLARENDON.

Mr. Buchanan to Lord Clarendon.

LEGATION OF THE UNITED STATES,
London, February 22, 1856.

MY LORD: I have the honor to acknowledge the receipt of your note of the 20th instant, in answer to mine of the 16th, inclosing to your lordship the copy of part of a dispatch addressed by me to my government on the 12th instant; and I shall have much satisfaction in complying with the request of Viscount Palmerston, and transmitting a copy of this note to the Secretary of State by to-morrow's steamer.

Your lordship's note, I am happy to observe, proves that we are entirely agreed upon the facts of the case; and I am quite willing to leave, without further comment, the difference of opinion between Viscount Palmerston and myself, on the question as to whether the expression that I should have much satisfaction in transmitting a copy of your note of the 16th July last to the Secretary of State, justified the statement of his lordship in the House of Commons, that I had expressed myself satisfied with the explanation contained in that note, and said I felt confident my government would entertain a similar feeling in regard to it.

So, in like manner, am I willing to leave, without further comment, the question whether it was altogether just to myself in Viscount Palmerston, whilst prominently presenting his construction of what I had written in July, to be entirely silent in regard to my communication to you in October, thus unintentionally, I have no doubt, creating the impression on his audience that my opinion still remains unchanged, notwithstanding the information I had received in September, and communicated to you at our next interview thereafter, respecting Mr. Crampton's complicity in the recruitment of soldiers for the British army within the territory of the United States.

But I am not willing to leave without further explanation, your Lordship's notice of the reason which I assigned for not asking an interview with you in October. I did not doubt for a moment, that if I had requested such an interview, even at that season of recreation, it would have been promptly granted; and this I should have done, had my business been of an urgent character. And I am glad to avail myself of the present occasion to express to you my grateful sense of your uniform attention to all my requests, and of your invariable courtesy and kindness. These have made an impression upon me which will be enduring.

Yours, very respectfully,

JAMES BUCHANAN.

Mr. Buchanan to Mr. Marcy.

[No. 126.] LEGATION OF THE UNITED STATES.
London, March 7, 1856.

SIR: I have the honor to transmit to you the copy of a note, dated on the 3d instant, which I have received from Lord Clarendon in answer to mine of the 22d ultimo, addressed to his lordship, a copy of which was forwarded to you with my No. 124.

Upon the perusal of this note, I think you will agree with me that this last effort of Lord Palmerston to extricate himself from the dilemma in which he has placed himself by his speeches in the House of Commons, has served only to make the awkwardness of his position still more conspicuous.

I transmit a duplicate of my dispatch (No. 114) of the 22d January last, the original having been forwarded to you by the Pacific; though I trust in Heaven that the next steamer will bring us advices of her safe arrival in the United States.

Yours, very respectfully,

JAMES BUCHANAN.

Hon. WILLIAM L. MARCY,
Secretary of State.

Lord Clarendon to Mr. Buchanan.

FOREIGN OFFICE, *March* 3, 1856.

SIR: I have the honor to acknowledge the receipt of your further letter of the 22d instant, respecting Viscount Palmerston's language in the House of Commons on the subject of the communication, with regard to the recruiting question, which you addressed to me on the 18th July, in reply to my letter of the 16th of that month.

I have communicated your letter to Viscount Palmerston, who has observed upon it that you are mistaken in supposing that he made no mention of your communication on the same subject in October last, for he distinctly stated that in the autumn, and a considerable time after your communication of July, the United States government had re-opened the matter which her Majesty's government had been led to believe had been closed in a satisfactory manner by my letter of the 16th of July.

I beg to thank you for your kind expressions towards myself, and to assure you that I shall always look back with sincere satisfaction to the friendly and agreeable relations which have subsisted between us during your residence in England.

I have the honor to be, with the highest consideration, sir, your most obedient, humble servant,

CLARENDON.

Hon. JAMES BUCHANAN, *&c., &c., &c.*

Mr. Buchanan to Mr. Marcy.

[Extract.]

[No. 127.] LEGATION OF THE UNITED STATES,
London, March 14, 1856.

SIR: I have the honor to transmit you a copy of my note of the 10th instant, in reply to Lord Clarendon's note of the 3d.

* * * * * * * *

Yours, very respectfully,

JAMES BUCHANAN.

Hon. WILLIAM L. MARCY,
Secretary of State.

LEGATION OF THE UNITED STATES,
London, March 10, 1856.

MY LORD: I have the honor to acknowledge the receipt of your note of the 3d instant, on which I beg to make a single remark.

I am content that my note to your lordship of the 22d ultimo shall speak for itself. It relates to myself personally, and not in the slightest degree to the conduct of my government. For this reason, justice to them requires I should state, that they never "re-opened" because they never had closed the recruitment question, neither did they, to my knowledge, at any period express their satisfaction with your lordship's note of the 16th July, nor did I ever say or intimate, on any occasion, that they had been thus satisfied.

Yours, very respectfully,

JAMES BUCHANAN.

The Right Honorable the EARL OF CLARENDON, *&c., &c., &c.*

:H CONGRESS, } SENATE. { Ex. Doc.
lst Session. } { No. 75.

REPORT

OF

THE SECRETARY OF THE INTERIOR,

IN COMPLIANCE WITH

resolution of the Senate of the 6th instant, calling for information rela-ive to the amount of scrip issued for the satisfaction of Virginia land varrants.

r 21, 1856.—Read, referred to the Committee on Revolutionary Claims, and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, May 19, 1856.

SIR: As requested by a "resolution of the Senate," of the 6th in-nt, I have the honor to inclose, herewith, a statement, shewing the ount, in acres, of scrip issued under the "Act making further pro-ion for the satisfaction of Virginia land warrants," approved Au-st 31, 1832, also shewing the claims that have been disallowed; the sons for such disallowance, and the quantity of land covered by h claim. Also an estimate of the amount which will be required satisfy the claims under said act, should the power of revision and examination given by it be repealed.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND, *Secretary.*

Hon. JESSE D. BRIGHT,
President of the Senate.

A.

mount in acres of Virginia military land scrip issued by the General Land Office pursuant to the "act of August 3, 1852," from April 1, 1853, the first issue of scrip, to May 1, 1856 - - - - - -	560,026
umber of warrants and parts of warrants so satisfied -	1,162

Estimated quantity of acres necessary to be issued in military scrip in satisfaction of those warrants rejected or suspended under "act of August 31, 1852," *"in the event of the power of revision and examination given by it be repealed."*

	Acres.
Warrants now filed, rejected, or suspended, amounting to	225,000
Probable amount necessary to satisfy outstanding warrants, warrants not issued by the register of the land office, Richmond, Virginia, and additional amounts due on allowances made by the authorities of Virginia, and which could be obtained upon application to the register	25,000
Total estimate - - - -	250,000

B.

John Ashby, captain, continental line.—4,000 acres of bounty land were allowed by Governor Tazewell, in 1834, for the ervices of this officer as a captain, for three years.

The "Washington papers," in the State Department, show that said Captain Ashby entered the service April 1, 1776, and resigned his commission October 30, 1777. 10 per cent. claim.

William Armistead, paymaster, State line—held the lineal rank of captain, and as such was allowed, in 1783, 4,000 acres of bounty land for his services. 4,000 additional, for his staff service, were granted, in 1851, by Governor Floyd. No authority of law for such double allowance.

Henry Amies, colonel, continental line.—8,487 acres, allowed for a service from March 12, 1776, to the end of the war, by Governor Floyd, in 1851; having been rejected by the executive and council of Virginia in 1836.

No record evidence in support of the same was furnished, nor can any such be found in any accessible quarter. He was probably a militia officer.

George Brooke, colonel, Virginia State line.—6,666⅔ acres, allowed, in 1834, by Governor Floyd, for his services. The evidence filed with the claim does not show that said Brooke ever held any lineal rank in the service, but that he merely occupied a staff position, and therefore was not entitled to land bounty, pursuant to the "act of May, 1782."

Robert Boush, paymaster, State line.—This officer held the lineal rank of ensign, and, as such, was allowed, in 1784, 2,666⅔ acres for

his services. 4,000 acres additional, for his staff services, were allowed by Governor Floyd, in 1851.

Scrip has been issued for 1,333⅓ acres of this additional allowance; making a total of 4,000 acres, the land bounty due a captain's services, with whom a paymaster ranked.

Joseph Blackwell, lieutenant, continental line.—3,261 acres allowed. Was not in service three years; was commissioned a lieutenant, April 29, 1776, and resigned April 16, 1778.

Mordecai Buckner, colonel, continental line.—6,666⅔ acres were allowed his representatives in 1838–'39, for his services. The "Washington papers" show that he entered the service, February 13, 1776, and was cashiered for cowardice before the enemy, February 8, 1777.

John Brent, major, continental line.—5,333⅓ acres, allowed for his services as a captain for three years, by Governor Floyd, in 1834, and in 1840 an additional allowance for his services as major was made by Governor Campbell. The "Washington papers" show that John Brent entered the service as captain, February 23, 1776, and resigned his commission May 7, 1778.

Joseph Christian, lieutenant, continental line.—2,666⅔ acres, allowed for three years' services. Rejected under "act of August 31, 1852," no record evidence being filed in support of the claim, it being conceded as an impossibility for an officer to have served three years in a continental regiment without the records showing such facts. This claim was allowed in 1834 by Governor Floyd.

Jacob Cohen, captain, State line.—4,000 acres, allowed in March, 1838, for a three years' service, by Governor Campbell, having been previously rejected by Governor Tazewell, June 17, 1834. Rejected by this office for the same reasons as the next preceding one; no evidence filed, and the service militia.

Aaron Camfield, captain, continental line.—5,092½ acres, allowed by Governor Floyd in 1851, from March 12, 1776, to the end of the war; service militia. The executive of Virginia, in 1834, refused to allow this claim.

Benjamin A. Cooper, lieutenant, Illinois regiment.—2,666⅔ acres, allowed for a three years' service; rejected; service militia, therefore not entitled; allowed by Governor Floyd in 1851.

William Campbell, brigadier general, continental line.—13,056 acres; rejected; was not in the "regular service," but was a "militia officer," therefore not entitled for such service; 10 per cent. claim.

John Cheshire, lieutenant, State navy.—4,000 acres, allowed by Governor Campbell in 1838; rejected; no evidence of identity establishing the rights of the warrantees as the heirs of said Cheshire.

Richard Crump, captain, State line.—4,000 acres, allowed by Gov-

ernor Floyd, in 1851, for three years' services, having been rejected in 1835 by Governor Tazewell. Rejected by this office, owing to his having been superseded, and not entitled pursuant to "act of May, 1782.'

William Camp, captain, continental line.—4,000 acres, allowed by Governor Floyd, in 1833; rejected; no evidence as to the service of William Camp, as captain, appears among the "Washington papers;" 10 per cent. claim.

John C. Cocke, captain, State navy.—10 per cent. claim; 4,000 acres, allowed in 1835 by Governor Tazewell; suspended; testimony unreliable and contradictory—not sustained by the record.

John Calvert, captain, State navy.—5,333⅓ acres, allowed by Governor Floyd in 1850; rejected. Commissioner Smith, of Virginia, reports this officer as having resigned, September 8, 1777. The testimony in connexion with his service, subsequent to this date, relates exclusively to a civil position held by him. This claim was rejected by the executive of Virginia in 1831.

Banks Dudley, lieutenant, State line.—2,666⅔ acres, allowed in 1838 by Governor Campbell for three years' services; previously rejected in 1834 by Governor Tazewell; evidence contradictory. Not sustained by the record.

John R. Davis, lieutenant of marines.—4,666⅔ acres, allowed by Governor Campbell in 1838 for seven years' services. Executive allowance erroneous; proven by record that no such person was in service, but that there was a John R. Davies, whose representatives would be entitled, and not those of Davis. Governor Tazewell refused to allow this claim.

Charles De Kay, sailing master, State navy.—3,097⅓ acres, allowed 18th September, 1850, for his services, from April 30, 1776, to April 19, 1783. Having been rejected, October 2, 1840, by the executive of Virginia. This officer never served as alleged, and so proven by the record.

Cornelius Dabney, lieutenant, continental line.—3,395 acres, allowed for services from March 12, 1776, to the end of the war, by Governor Floyd, in 1851, having been previously rejected in 1834. Service, militia.

George Doggett, carpenter, State navy.—2,666⅔ acres, allowed in 1838 by Governor Campbell; rejected, owing to the fact that the persons, in whose name the warrant issued, are satisfactorily proven not to be the heirs of said Doggett, and, as a consequence, if the power of revision is repealed, the warrant as issued must be satisfied in the names of the warrantees.

Robert Ferguson, soldier, continental line.—200 acres, allowed in 1834 by Governor Tazewell. The evidence, that of the party himself, shows that he entered the service as a wagoner, and that all his service was in that capacity. As this was not military service, and as

no law can be found promising land bounty for such service, the claim was suspended, ten per cent. claim.

Wm. Fontaine, lieutenant colonel, continental line.—2,116 acres, rejected. This claim was allowed by Governor Floyd in 1834, and 6,000 acres issued pursuant thereto, which was regular and satisfactory. The amount specified as additional, issued by the register of the land office, without authority of law, as the evidence shows that said Fontaine resigned his commission as captain in the second Virginia regiment prior to 1778, and consequently he was not entitled to more than6,000 acres, issued for a three years' service after his reappointment in the army, subsequent to 1778.

James Green, midshipman, State navy.—2,666⅔ acres, allowed by Governor Campbell in 1837 for 3 years' service. Evidence unreliable. Previously rejected by the executive of Virginia in 1834.

William Graves, brigade quartermaster.—5,333⅓ acres, allowed by Governor Floyd for staff service, independent of an allowance in 1783 of 2,666⅔ acres, for services as a lieutenant. Evidence filed shows that he was only a *regimental* quartermaster, and consequently was entitled to but 4,000 acres, which was satisfied, less the amount originally received for lineal rank.

William Graves, lieutenant, State navy.—5,333⅓ acres, allowed by Governor Floyd in 1845; service recognized; the rights of the warrantee contested. In this case, if the power of revision and re-examination, given by the act of 1852, be repealed, the warrant must issue to the parties named, conformably to the action of the register of the land office in determining the rights of claimants, pursuant to laws of Virginia.

John Goggins, lieutenant, continental line.—3,393⅓ acres, allowed in 1851 by Governor Floyd. Evidence not sustained by continental records; service, militia.

James Harper, brigade quartermaster.—5,333⅓ acres; same allowance as Graves, and satisfied in like manner by this office.—(See case of William Graves, brigade quartermaster.)

Thomas Helm, captain, continental line.—4,000 acres, allowed in 1834, by Governor Floyd, for services for the war. The "Washington papers" show that he resigned November 26, 1777; 10 per cent. claim.

Joseph Holt, lieutenant, continental line.—2,666⅔ acres, allowed in 1828, by Governor Campbell, for 3 years' services. Resigned April 2, 1778. The executive of Virginia, in 1836, refused to allow this claim.

Moses Hawkins, captain, continental line.—Rejected. Was in service 6 years and 9 months, and was entitled to only 4,500 acres, instead of 4,666⅔ acres, for which the warrant was issued; 10 per cent. claim.

Joseph Holliday, lieutenant, continental line.—3,484 acres, rejected; "superseded" for absence from his regiment. Was not entitled to bounty land, so established by record.

James Hendricks, lieutenant colonel, continental line.—Was not in service three years; was commissioned January 12, 1776, and resigned March 30, 1778; 6,000 acres allowed by Governor Floyd in 1834; 10 per cent. claim.

Thomas Hunton, lieutenant, State navy.—4,000 acres; suspended until some historical or record evidence of service is presented; name not found upon any revolutionary roll or record; allowed by Governor Floyd in 1851; previously rejected by the executive of Virginia.

William Helm, captain, continental line.—4,000 acres; suspended until some historical or record evidence is presented; not found upon any revolutionary roll or record; allowed by Governor Floyd in 1834, for three years' service. Name not found in "Washington papers;" impossible to have served as alleged.

Michael Holt, captain, continental line.—4,000 acres; suspended; no record evidence filed establishing service; (10 per cent.) Not found in "Washington papers;" allowed by Governor Floyd in 1834.

William Henderson, captain, continental line.—4,000 acres, allowed in 1851, by Governor Floyd, for three years' service. Resigned his commission May 30, 1778.

John Johnson, captain, continental line.—4,000 acres; suspended until some historical or record evidence of service is filed. The record proof filed relates to a different individual.

John Paul Jones, captain, continental navy.—12,638 acres; allowed by the executive of Virginia, in 1838, he ranking with a brigadier general. This claim was allowed in view of the resolution of November, 1781, granting land to officers, citizens of Virginia, serving in any continental line. Suspended; evidence not shewing his citizenship conformably with the requirements of the "act of May, 1779," declaring who shall be deemed citizens of that State.

Thomas Keith, captain, continental line.—Rejected; 4,000 acres allowed in 1848, by Governor Smith, for his services as captain; there was also allowed 5,333⅓ acres for his services as commissary. The warrants for the latter service were all located in the Virginia military district, Ohio.

Rhodam Kenner, gunner, State navy.—2,666⅔ acres; rejected by Governor Tazewell in 1834, and allowed by Governor Floyd in 1851. The record evidence filed with the case relates to the service of Rhodam Kenner, who was a gunner in the "State Garrison Regiment," and who received his land bounty in 1785.

John Kilty, captain, continental line.—740⅔ acres. Rejected, as not being entitled to land bounty from Virginia, for any time prece-

ding his entry into her line, (he having previously served in the Maryland line.) This amount issued by the register of the land office, upon application of parties. John Kilty was a citizen of Maryland.

William Lewis, lieutenant, continental line.—3,111 acres. Rejected. The William Lewis who was in the first Virginia regiment, as a lieutenant, did not die in service, but was a major at the end of the war. This William Lewis was not in the "regular service." Allowed by Governor Campbell in 1840.

Daniel Leet, brigade major.—5,333⅓ acres. Rejected for the reason that Daniel Leet never held any "lineal rank," all his service being "staff service," for which no land bounty was given. Allowed by Governor Campbell in 1838.

Stafford Lightburne, lieutenant, State navy.—4,000 acres, allowed by Governor Campbell in 1838. Rejected. This officer resigned his commission, May 12th, 1778.

The evidence as to his re-entering the service is unsustained by the record and unreliable and contradictory.

Thomas Lipscomb, ensign, continental line.—Rejected. An examination of the "Washington papers" showing that Thomas Lipscomb resigned his commission before completing a service of three years. (10 per cent.) 2,666⅔ acres allowed by Governor Coleman in 1808.

David Mason, colonel, continental line.—6,666⅔ acres. Rejected. Was not in service three years; he entered service October 17, 1775, and resigned July 31, 1778. Allowed by Governor Campbell in 1838.

John Morton, captain, continental line.—4,000 acres. Rejected. Was not in service three years. He was commissioned February 19, 1776, and resigned March 12, 1777. Allowed by Governor Campbell in 1838.

Joseph Michaux, captain, continental line.—4,000 acres. Rejected. Was not in service three years. He was commissioned February 24, 1777, and resigned December 24, 1777. Allowed by Governor Campbell in 1838.

Anthony Morrison, seaman, State navy.—Rejected. The warrant was erroneously issued for 100 acres too much,—being entitled only to 100 acres. As scrip under "act of March 3, 1835," for 180 acres was issued, there is nothing now due. (10 per cent. claim,) allowed by Governor Tazewell in 1834.

James M'Ilhany, captain, continental line.—4,000 acres. Rejected. Was not in service three years. He was commissioned March 25, 1776, and resigned June 18, 1778. (10 per cent. claim,) allowed by Governor Floyd in 1834.

Joseph Mitchell, captain, continental line.—4,000 acres (10 per cent.) allowed by governor. Rejected by the executive of Virginia in 1834. Rejected by this office, there being no record evidence estab-

lishing service, and the parol testimony contradictory and unreliable, it being impossible for an officer to have served three years in a continental regiment without the record showing this fact.

John Nail, ensign, continental line.—3,444 acres. Suspended until some historical or record evidence of service is presented; name not found upon any revolutionary roll or record. Allowed by Governor Floyd in 1851.

George Oldham, lieutenant, continental line.—3,228 acres. Rejected. Was not in service three years; he was commissioned July 22, 1776, and resigned August 6, 1778.

William O'Callis, captain, continental line.—4,000 acres. Rejected. Allowed by governor. This officer was only a lieutenant at the end of the war, as shown by all the records, "Washington papers," &c., and received from the United States a warrant for bounty land for his services as a *lieutenant* in 1791.

Richard Pendleton, captain, continental line.—4,666⅔ acres. Suspended until some historical or record evidence of service is presented; name not found upon any revolutionary roll or record; impossible to have served as alleged; service, militia.

Mark Parish, pilot, State navy.—2,666⅔ acres. Suspended until some historical or record evidence of service is presented; name not found upon any revolutionary rolls or records. Allowed by Governor Floyd in 1851.

William Parish, pilot, State navy.—2,666⅔ acres. Same as the above, (Mark Parish.) Allowed by Governor Floyd in 1851. Parol testimony contradictory and unreliable.

Levin Powell, colonel, continental line.—6,000 acres. Rejected. The warrant in this case, No. 3429, for 6,000 acres, *issued in error*. The amount to which Colonel Powell was entitled, in accordance with a special enactment of the general assembly of Virginia, having been issued to him in three warrants (Nos. 3396, '97, and '98) of 2,000 acres each, *prior* to the issue of said warrant 3429, and 6,000 acres being *all* he was entitled to for his service as colonel. This claim was allowed in 1784, by resolution house of delegates.

David Rogers, colonel, continental line.—6,666⅔ acres. Allowed, in 1851, by Governor Floyd, having been rejected by the executive of Virginia, in 1835, upon a report of Commissioner John H. Smith, who set forth all the facts of the case, and was clearly of the opinion that the service performed was not rendered in a military, but in a civil capacity.

Edmund Read, captain, State line.—1,228 acres, rejected; was only entitled to a six years' allowance, as he resigned his continental commission July 5, 1777, not having served three years.

Moses Rawlings, colonel, continental line.—9,055 acres, rejected; never having held any higher rank than that of *lieutenant colonel*, which he resigned July 2, 1799. He was only entitled to 6,000 acres, (10 per cent.)

Holt Richeson, colonel, State line.—666⅔ acres, rejected; was not entitled for any service in the State line, never having been a State line officer. This allowance was based on "militia service," allowed by Governor Floyd in 1851.

John Roberts, major, continental line.—1,152½ acres, rejected; was not entitled to any "additional allowance" for, by his own sworn statement, (on file in Pension Office,) he did not enter the service until 1778.

Cole Robinson, ensign, State line.—2,666⅔ acres. Rejected, for the reason that the "original" warrant was located in Kentucky, and therefore, the duplicate ought not to have been issued.

James Shelby, captain, State line.—4,000 acres; suspended until some historical or record evidence of service is presented. He was probably a "volunteer officer." Allowed by Governor Campbell in 1838.

Richard Stevens, captain, continental line.—4,234⅚ acres, rejected; was commissioned February 18, 1777, and was "superseded," prior to February 18, 1781. Allowed by Governor Pleasants in 1824.

Heaberd Smallwood, captain, continental line.—4,962½ acres, rejected; was not in service three years; was commissioned March 4, 1777, and resigned October 1, 1778.

Thomas Slaughter, lieutenant, State line.—2,666⅔ acres, allowed by Governor Floyd in 1850; rejected, the service being militia. This claim, upon the same evidence, rejected by the executive of Virginia in 1834.

Lawrence Smith, paymaster, State line.—4,000 acres; allowed by Governor Floyd in 1851. Rejected; never held a commission in the line of the army, without which he was not entitled to land bounty, pursuant to laws of Virginia. The evidence shows that he retired from the army pursuant to the resolution of Congress of May 22, 1778, which required that only officers of the line should fill the position of paymaster, &c. The action of the authorities of Virginia in refusing to issue land to this class of officers, except surgeons, surgeons' mates, and chaplains, who were provided for by law, had been almost uniform until 1850. No staff officer, without being commissioned in the line of the army, was entitled to land, and if guided by the strict letter of the laws and the authorities of Virginia, if the early practices are consulted, the staff position carried with it no right to land other than the amount due for the services as an officer of the line.

Charles Tompkins, captain, continental line.—4,000 acres. Rejected.

Was not in service three years; was commissioned March 7, 1776, and resigned, December 28, 1776. (10 per cent. claim.)

George Watkins, pilot, State navy.—2,666⅔ acres. The evidence in support of this claim shows, beyond a doubt, that the service performed was in the commercial department of the State, and therefore not provided for by the bounty land laws of Virginia. This claim was rejected *three several times* by the authorities of Virginia, and finally allowed by the executive, in 1851, upon no important additional testimony.

Robert Watkins, ensign, continental line.—3,416 acres. Rejected. Was not in service three years; was commissioned March 12, 1776; resigned, March 12, 1778.

Samuel Woodson, captain, continental line.—4,000 acres. Rejected. Was not in service three years; was commissioned March 13, 1776, and resigned, December 29, 1777.

Nathaniel Wilkins, lieutenant, continental line.—2,666⅔ acres. Rejected. Was not in service three years; was commissioned February 12, 1776, and resigned, March 6, 1778. (10 per cent. claim.)

Thomas West, captain, continental line.—4,000 acres. Rejected. Was not in service three years; was commissioned February 19, 1777, and resigned, September 9, 1778. (10 per cent. claim.)

THOS. A. HENDRICKS,
Commissioner.

GENERAL LAND OFFICE, *May* 12, 1856.

4TH CONGRESS, 1st Session. } SENATE. { Ex. Doc. No. 76.

EXPLORATIONS

IN THE

DACOTA COUNTRY,

IN THE YEAR 1855.

BY

LIEUT. G. K. WARREN,
TOPOGRAPHICAL ENGINEER OF THE "SIOUX EXPEDITION."

WASHINGTON:
A. O. P. NICHOLSON, SENATE PRINTER.
1856.

REPORT

OF

THE SECRETARY OF WAR,

IN COMPLIANCE

ı resolution of the Senate of the 9th ultimo, calling for a copy of report of Lieutenant G. K. Warren of his exploration of the ıtry between the Missouri and Platte rivers and the Rocky Moun- s, together with the maps accompanying the same.

7, 1856.—Read ; motion to print referred to the Committee on Printing.
14, 1856.—Report : " resolved that it be not printed." Mr. WELLER, to amend by king out the word " not." Postponed until to morrow.
22, 1856.—Amended, considered and agreed to. Resolution agreed to as amended.

WAR DEPARTMENT,
Washington, May 5, 1856.

: In compliance with the resolution of the Senate of the 9th), I have the honor to transmit, herewith, a copy of the "report ;utenant G. K. Warren, of the United States Topographical ıeer Corps, of his recent exploration of the region of country en the Missouri and Platte rivers and the Rocky Mountains, :he maps accompanying the same."

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

ı. J. D. BRIGHT,
President pro tem of the Senate.

WAR DEPARTMENT,
Washington, March 26, 1856.

R SIR: The Topographical Engineer, Lieutenant G. K. Warren, ;neral Harney's staff, during the past year's campaign in the . between the Missouri and Platte rivers and Rocky Mountains, ldressed a brief and interesting report (accompanied by a map)

to that officer, which contains much useful and newly acquired information respecting the country and routes, rivers and streams traversing it, &c. The report and maps should be printed, as they will be very useful to the troops on that frontier and to travellers and emigrants.

Very respectfully and truly yours,

JEFF'N DAVIS.

Hon. JOHN B. WELLER,
Chairman Committee on Military Affairs, Senate.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 10, 1856.

SIR: In compliance with a resolution of the Senate of the 9th instant, I have the honor to submit the report and map of Lieutenant Warren, called for by that resolution.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Hon. JEFFERSON DAVIS, *Secretary of War.*

WASHINGTON D. C., *April* 9, 1856.

SIR: I have the honor to transmit herewith a copy of a report, made by order of Brevet Brigadier General W. S. Harney, commanding "Sioux Expedition," of my explorations in the Dacota country during 1855, as topographical engineer to the expedition.

It is accompanied by one map on a scale of 1: 600,000, and another on a scale of 1: 300,000, giving the localities of the Indians, and certain vague information obtained from hunters of country not yet explored instrumentally. These maps contain nearly all the reliable map information concerning Nebraska.

There is also a barometric section of the country between Fort Pierre and Fort Kearny.

In the Appendix to my report will be found an interesting memoir, from Dr. F. V. Hayden, of examinations lately made by him in Nebraska.

I am sir, very respectfully, your obedient servant,

G. K. WARREN,
Lieutenant Topographical Engineers.

Colonel J. J. ABERT,
Chief Topographical Engineer, Washington City.

CONTENTS.

ROUTES EXPLORED.

Page.

ımes—Geology—General description—Clayey portions—Sandy portions—
acteristics of each—Limits for settlements—Black Hills—Bear and Raw-
Peaks—The Bad Lands, *les Mauvaises Terres*, with a sketch—The Sand Hills,
ıttes de Sable, with a sketch—Coteau du Missouri..... 5

RIVERS.

description of, resources, navigation, &c.—Platte, description, &c.—Loup
—L'Eau qui Court—White river—Bad river, or Little Missouri river—
Shyenne—Rivière à Jaques, or James river—Vermilion—Big Sioux 9

ROUTES, TRANSPORTATION, &c.

ɪenworth to Fort Laramie—Mormon emigration, Fort Pierre to Fort Lara-
·Mouth of l'Eau qui Court to Fort Laramie—Fort Pierre to Fort Kearny,
Pierre to Sioux city—Fort Pierre to Fort Ridgely—Fort Pierre to the Big
ıne—Near the mouth of the Platte to the mouth of l'Eau qui Court..... 13

INDIANS, AND MILITARY POSTS.

r Sioux—Divisions of, viz: Mdewakantonwans, Wahpekutes, Wahpeton-
Isanties, Ihanktonwans, Ihanktonwannas, Titonwans, Ünkpapas, Sihasa-
Ohenonpas, Sichangus, Ogalalas, Minikanyes, Itahzipchios—Estimate of
ɜrs, mode of life—Numbers increasing—Indian depredations—Military occu-
essential—Infantry posts—Cavalry posts—Advantages of Fort Pierre—Of
ı of l'Eau qui Court—Of mouth of Big Sioux—Of mouth of Moreau—Fort
ıy—Fort Laramie—Impracticability of winter campaigns—Prosecution of
ɪar—Pawnees—Poncas—Shyennes—Crows—Mandans—Aricarees—Minni-
-Assinniboins 15

CONCLUSION.

ıexplored—Routes to be examined—Importance of information—Explana-
maps, &c.—Assistance received—Collections in natural history—Journey
'ort Pierre to Fort Kearny—General summary..... 19

APPENDIX A.

longitudes, altitudes, magnetic declinations—Details of routes from Fort
to Fort Kearny—From Fort Kearny to Fort Laramie—From Fort Lara-
Fort Pierre—From Fort Pierre to Sioux city—Distances from St. Louis
mouth of the Yellowstone..... 22

CONTENTS.

APPENDIX B.

Page.

Survey of Fort Pierre reserve—Reconnaissance from Fort Pierre to Big Shyenne, and sketch 35

APPENDIX C.

Report of September 4, 1855, and sketch of battle ground at Bluewater creek 38

APPENDIX D.

Meteorology—General remarks and explanations—Notes on the weather—*Table* I. Observations, altitudes, and distances from Fort Pierre to Fort Kearny—*Table* II. Distances and altitudes from Fort Kearny to Fort Laramie—*Table* III. Hourly psychrometrical observations—*Table* IV. Elastic force of vapor, hourly—*Table* V. Elastic force of vapor, 7 a. m., 2 p. m., and 9 p. m.—*Table* VI. Hourly observations of barometer No. 1014—*Table* VII. Hourly observations of barometer No. 1013—*Table* VIII. Observations for altitude of Fort Pierre—*Table* IX. Corrections for daily curve of pressure 39

APPENDIX E.

Geological note on section in ravine of l'Eau qui Court river, by W. P. Blake—Geological notes on Nebraska, by Dr. F. V. Hayden—Hydrographical basin of the Missouri—System of waters—Sub-systems—l'Eau qui Court—White river—Teton or Bad river—Shyenne river—Moreau, Grand, and Cannon Ball rivers—Little Missouri river—Right and left forks of the Missouri, James and Big Sioux rivers—Geology—Carboniferous system, Cretaceous system—Tertiary system—Tertiary basin—Lignite basin—Bad Lands of the Judith—Timber—"Bluff formation"—Dorion's Hills—*Côtes Brûlés*—Cedar Islands, below White river—Bear Butte—Tour from Fort Pierre to the Bad Lands and back—Eagle-nest Butte—Splendid view in the Bad Lands—Fossils from the Bad Lands—Peculiarity of atmosphere—Climate—Geographical distribution of plants and animals 63

MAPS.

1. Map of a portion of the Dacotah country, on a scale of 1 to 600,000, embracing all the explorations within the limits compassed by it, including those of Major Long, J. N. Nicolet, Captain Fremont, and Captain Stansbury.
2. Map, on a scale of 1 to 300,000, giving location of the different bands of Indians, and such other information as could be obtained from the trappers and hunters.
3. Barometric profile of route from Fort Pierre to Fort Kearny

REPORT

OF

LIEUTENANT G. K. WARREN, TOPOGRAPHICAL ENGINEER

OF THE

"SIOUX EXPEDITION,"

OF EXPLORATIONS IN THE DACOTA COUNTRY, 1855.

WASHINGTON, D. C., *March* 15, 1856.

SIR: In obedience to the orders of Brevet Brigadier General Harney, which required me to present a memoir and sketch of the routes passed over during the past season, I have the honor to present this report and the accompanying maps. My duties in connexion with the "Sioux Expedition" required me to go up the Missouri river to Fort Pierre, lay out a military reserve for that post, and examine the river as high up as the mouth of the Shyenne.

Having accomplished this, and rendered a report thereon, I proceeded across the country direct from Fort Pierre to Fort Kearny. From this point I accompanied the army to Fort Laramie, and thence to Fort Pierre. From Fort Pierre I returned to the settlements at the mouth of the Big Sioux, by the direct route through Minnesota.

Over the routes thus traversed, sketches and notes were taken, and collateral information was sought from every available source. I have given the Indian names, as well as the French and English, to objects and localities, and in writing the Dacota words have adopted, as far as possible, the spelling used in the Dacota Grammar and Dictionary, published by the Smithsonian Institution. Dacota being the proper name for the so called Sioux.*

The routes traversed lead over the great plains between the Missouri, the Platte and the Shyenne, and nowhere entered the mountains. Of the geology of this interesting section, which is believed to be mainly of the tertiary and cretaceous formations, much new information has been gained by Dr. F. V. Hayden, who is at present preparing his results. To his preliminary report [in Appendix E] I would call especial attention on account of its general interest.

A note concerning specimens of rock from a ravine on l'Eau qui Court has been prepared by Mr. W. P. Blake, and will be found in Appendix E.

---

* The letter *a*, is always sounded as in *father*; *e*, as in *they*; *i*, as in *marine*; *ch* as in *cherry*.

The country north of White river is clayey; south of this stream it is sandy. This difference has an important bearing on roads through the two sections, as the former is almost everywhere impracticable in the wet seasons, while the latter is not materially injured by rain, and in some parts is improved by it. The water in the former is generally not constant, and wherever it stands in pools is frequently salt. The streams rise and fall suddenly, and their bottoms are more or less muddy and difficult to ford.

In the sandy region the rain that falls sinks into the surface and does not run off suddenly nor evaporate; pure water in small lakes, springs, and clear running streams are the consequence, but they are not numerous. The streams and lakes have sandy bottoms and are easy to ford.

The grass in the clay region, is, as a general thing, superior to that in the other, being finer and more nutritive; but along the banks of the streams, where the clay and sand in either region are mixed, there is not much difference. Wood generally exists along the banks of all the streams where it has not been destroyed by fire, or by the Indians for forage and fuel. Pine timber is found on l'Eau qui Court, on the southern branches of White river, and in the Black Hills. From my observation, I think that continuous settlements cannot be made in Nebraska, west of the 97th meridian, both on account of the unfavorable climate and want of fertility in the soil.

Grasshoppers occasionally devastate the country, stripping it in places of almost every green thing.

The *Black Hills* of Nebraska are believed to be composed of primitive rock, and are the eastern portion of the great mountain belt. They are in somewhat detached ridges, ranging NW. to SE. and probably have their continuation in Snowy, Bears Paw, and Little Missouri, mountains of the upper Missouri and the Cyprus mountains, &c., in the British possessions.

Bear Peak, between the forks of the Shyenne, as well as *Raw Hide Peak*, a little west of north from Fort Laramie, is a detached portion of this range, and both believed to be of primitive rock. All the other hills, peaks, or buttes to the east of these are stratified rocks, the remains of vast denudation. The rocky precipices and ridges on White river, between it and l'Eau qui Court, and on the Platte, are generally soft calcareous stone or marl, occasionally capped with hard grit.

The Bad Lands, (*les Mauvaises Terres*,) as generally understood, lie between the Shyenne and White rivers, and extend east along the latter stream as far as the forks. They belong to the tertiary period. Dr. Hayden thinks that the Bijou Hills are a part of the same formation; and I should think, from their appearance, the Dog's Ears and Turtle Hill also form a part of it. They lie in an extended ridge, coming from the direction of the Bad Lands of White river, and have similar lithological character. I did not, however, make sufficient examination to detect any fossil remains. Where the road passes through the Mauvaises Terres from White river to the head of Bad river, the surface is, in many places, covered with chalcedony, and is hard; in others it is clay, and in wet weather very soft. Through

:tion some of the streams have clayey beds, some of them sandy. ecipitous ridges of the Mauvaises Terres are about two hundred

Scenery in the Bad Lands, (les Mauvaises Terres,) Nebraska.

gh, and are very striking in appearance. (See sketch.) Black deer and big horn are to be found here.

The Sand Hills (*les Buttes de Sable*) present their most cha
istic appearance just north of Calamus river, spread out in every

Scenery in the Sand Hills, (les Buttes de Sable,) Nebraska.

tion to the extreme verge of the horizon. (See sketch.) The
nearly white, or lightish yellow, and is about three fourths c

with coarse grass and other plants, their roots penetrating so deep that it is almost impossible to pull them out.

The sand is formed into limited basins, over the rims of which you are constantly passing up one side and down the other, the feet of the animals frequently sinking so as to make the progress excessively laborious.

The scenery is exceedingly solitary, silent, and desolate, and depressing to one's spirits. Antelope, and at sometimes buffalo, are numerous. This is the common war ground for the Dacotas, Crows, Omahas, Poncas, and Pawnees. The character of the country is well calculated to cover a stealthy approach or retreat, and if one keeps as much as possible to the hollows he may even fire his rifle within a quarter of a mile of an enemy's camp without the faintest sound reaching it. Two parties may pass close without being aware of each other's presence, and I consider it hopeless to attempt to capture any who had sought refuge in the Sand Hills. Further west, these hills, I am told, increase in height, and are impassable for horses. Their east and west limits are not well known, but they undoubtedly occupy nearly all the country between Loup Fork and l'Eau qui Court, and form a lasting barrier to any direct economical wheel communication between them. Their width where we crossed is sixty miles. The country lying between the Republican Fork of the Kansas, and the South Fork of the Platte, described by Captain Fremont, (*Senate Doc. No.* 174, *2d sess.* 28*th Congress, pp.* 109, 110,) is most probably a similar region.

The *Coteau du Missouri*, in Minnesota, has a soil of only two or three inches, beneath which is the gravel, &c., of the boulder formation; it extends east nearly to the Vermilion river.

RIVERS.

The *Missouri* is the most important river as regards our dealings with the Dacotas. Flowing through the middle of their country, it furnishes us with a base from which, with short lines of march, we can reach almost any portion of their lands, and many of them have their permanent home upon its banks. My remarks upon it will be confined wholly to that portion below the mouth of the Shyenne, and which came under my own observation.

The bottom lands and some of the larger islands are from fifteen to twenty feet above low water, and rarely overflowed, though during the melting of the snows this sometimes happens. The wood on these bottom lands, from being large and dense, as in the State of Missouri, gradually becomes thinner as we ascend to the mouth of the Vermilion, and above this it generally is only a narrow belt, varying from a single tree to groves half a mile in width, alternating on either side, or occupying a few of the larger islands; sometimes these, as Farm island, below Fort Pierre, and the large island below the mouth of the Shyenne, contain prairies in their interior. I believe, however, that timber sufficient for the wants of a military post exists everywhere within reasonable distance on the Missouri, as high up as the Big Shyenne, and above this the timber is said to improve.

The bottom lands on the Missouri, along the western boundary of Iowa, as well as the prairie lands on either side, are very fertile. The valley of the Big Sioux, above its mouth, forms the continuation in direction of that of the Missouri below, and is said to be fertile. The Hupan Kutey prairie, lying between this stream and the Vermilion, is low and fertile, and is about the last of the continuous fertile country as you advance up the Missouri, which here comes from the west. Above this the bottom lands of the Missouri are sometimes one and two miles wide, and will give but precarious support to an agricultural people; it is doubtful whether even this can be said of the high prairie lying back from the stream. On both sides of l'Eau qui Court, at its mouth, is a little of very beautiful country, and the Poncas raise considerable corn in this neighborhood, and winter here; it would furnish a handsome site for a military post. The same is true of the right bank of the Missouri, from White river to the Great Bend, at the former situation of old Fort Aux Cedres and Fort Look-out. Another eligible site is on the point ten to fifteen miles below the Shyenne. It is my opinion that no point above the Vermilion could be relied upon for many years to come to raise corn for the support of a cavalry post; above this it must be transported.

The crossing of the Missouri at low water is very difficult by any means. It cannot easily be forded, and shoals would prevent a boat from floating across, except she be of very light draft and small dimensions. I am convinced, however, from what I have seen during a season of unparalleled difficulties to navigation, that, with suitable preparation, the Missouri can always be relied upon as a channel to convey any necessary amount of supplies. The removal of some of the snags and boulders would greatly improve it, but even as it is, with a better knowledge of the channel on the part of those navigating it, and more suitably constructed boats, this stream would lose much of its terror to them.

L'Eau qui Court, during floods, throws out large quantities of sand, and leaves a bad bar in the Missouri. Another bad bar exists just below the mouth of White river, and some boulder obstructions are found in the Great Bend.

The wood used by steamboats above the mouth of the Big Sioux is cut by their crews as they proceed, and, consequently, only dead trees will answer. Such wood is most often in places inaccessible for steamboats in moderate stages of the river, and hence the great scarcity of it that is complained of. There is, nevertheless, wood enough for steam navigation for many years, and no scarcity would be felt if there were men to cut it in the autumn, and haul it to good landings in the spring.

My trip was made in the steamboat Clara, drawing 5½ feet of water. She had to be lightened at the mouth of l'Eau qui Court, and again at the bar above the mouth of White river, and at the foot of the Great Bend. She was 39 days from St. Louis to Fort Pierre.

The Clara was so hard to handle when the wind blew strong, that she frequently could not be kept in the channel. The requisites of a good steamboat for Missouri navigation are, a strong bottom, a boiler that burns the minimum amount of wood, as little as possible of top

, wheels well forward, and considerable breadth of beam, so as as much control over her motions as possible. The Clara was erse of all this, but Captain Cheever, her commander, was a ilful river man, and his untiring efforts overcame all difficul-

nain rise on the Missouri occurs between April 20, and June 1. *Platte river* is the most important tributary of the Missouri in on under consideration; its broad and grass-covered valley lead- he west, furnishes one of the best wagon roads of its length in a. From its mouth to the forks, the bluffs are from two to les from the water, making an intermediate bottom valley of ır to eight miles wide. From the forks to Fort Laramie, the ccasionally come down to the water's edge, and the road has the points of the ridges. From Ash Hollow to Fort Laramie, d is sometimes heavy with sand. Fine cotton wood grows ıe banks, and on the islands, from the mouth to Fort Kearny; ere up it is scarce, and of small size. Cedar is found in the of the bluffs, in the neighborhood of the forks, and above. er is about a mile wide, and flows over a sandy bottom; when ks are full, it is about six feet deep throughout, having a re- ly level bed; but it is of no use for navigation, as the bed is l that the water seldom attains sufficient depth, and then the f short duration.

vater is sometimes so low, as was the case last season, that it crossed anywhere without difficulty, the only care requisite avoid quicksands.

nanner in which this stream spreads out over its entire bed in er, is one of its most striking features, and it is peculiar to rs of the sandy region. A short distance above Fort Laramie, tte comes out from among the gorges and cañons, and its char- ere is that of a mountain stream.

river, a large branch of the Platte, some 200 yards wide, is, saw it, in every respect similar to the latter below the forks, ne road could, without doubt, be made along its valley, which is vo miles wide. Its banks are low, like those of the Platte, but ch better wooded. The Pawnees lived in numbers on this till the hostility of the Dacotas drove them from their homes. no knowledge of how far west this stream heads, but judge s size that it must be about the meridian of Ash Hollow. s a portion of the Sand Hills, and has several large tribu-

u qui Court or *Rapid river* has its source just west of Raw- eak, about twenty-five miles north of Fort Laramie, and flows most part through a sterile country. Where I crossed it, 15th, it was about 200 yards wide, the banks one hundred ty feet high, and the river difficult to approach. High preci- soft, calcareous sandstone stood in places at the water's edge. ley was very narrow, and it was impossible to course along it frequently taking to the ridges. The water was clear and swiftly over a sandy bed. In the side ravines, which are all ith pine or scrubby oak, are numerous springs. The stream

might answer for rafting in the floods, but would furnish no navigation.

White river rises about 35 miles east of the source of Rapid river, and in about the same latitude. Its course for the first 15 or 20 miles is through a narrow gorge, thence it emerges into a broad, open valley, through which it flows for 90 miles, and then enters the high, precipitous cliffs of the Bad Lands; it winds through these to the South Fork, and thence to its mouth it has a beautifully wooded and grassy valley of about one mile wide. Below the Bad Lands, its valley cannot be followed without frequently taking to the high prairie bluffs. At the forks, the river is about 140 yards wide; a short distance above the mouth, about 200 yards. The south fork has large pines upon it, and so have most of the southern branches above this stream, and they are much resorted to by the Indians. The water from these streams is clear, and similar to Rapid river.

The Bad river, Wahpa Shicha, Teton, or Little Missouri river, is about 90 miles long, rising just east of the Bad Lands. The same difficulty is experienced as with the lower part of White river, if you attempt to follow along its valley. The valley is from one-half to one mile wide, well grassed and wooded. The bed of the stream is soft and miry, and generally not fordable. The approach to the valley is not difficult for wagons in dry weather. Cottonwood exists in considerable quantities mixed with willow, and in some places, ash and oak. Wild plum trees are abundant. A portion of this valley is adapted to raising Indian corn. When flooded, the river is from 25 to 40 yards wide, and cannot then be crossed without a good bridge or ferry. I am not informed of the extent to which it overflows its immediate banks, which are about 10 feet high. This stream flows through a section abounding in salt springs, and salt incrustations are almost everywhere visible, but the water is generally palatable.

Big Shyenne, Washté Wahpa or *Good river*, rises west of the Black Hills. The north fork, it is said, breaks through, as in the case of Laramie river. The forks are about 100 miles from the mouth. The south fork rises not far from the source of l'Eau qui Court. After leaving the Black Hills this stream flows between high clay bluffs, winding about in its valley, and is in many respects similar to White river and Bad river, being difficult to pursue with wagons. The stream near its mouth is about 200 yards wide, the bottom is generally muddy, and not easily crossed. Fine cottonwood exists along its banks, and pine on its sources in the Black Hills. The stream could be used for rafting.

The Rivière à Jaques, or *James river*, rises near Mini Wakan, or Devil's lake, in latitude 47° 30′ north, and flows through a valley about one mile wide, the stream in the lower part being 80 yards wide. It entirely overflows its valley at high water, and must then be ferried. There is a rapid formed by boulders nearly in the direct line from Sioux city to Fort Pierre, which makes a good crossing when the river is low. Below this, loaded wagons cannot cross without a bridge or ferry. Canoes can navigate this stream at all times, and steamboats could go a long way up at high water. There is not

ıuch wood on its banks, and the country bordering is not valuable ›r agricultural purposes, and posseses few resources.

The Vermilion has a good ford nearly in a direct line from Fort 'ierre to Sioux city, the stream being about 20 yards wide; below his point it is difficult to ford. The valley is broad and not all verflowed.

There is some timber along its margin, and the country adjoining ı fertile. I consider it about the western limits of agricultural lands.

The Big Sioux is a fine large stream, about 150 yards wide at its ıouth; the water is from two to three feet deep in low stages; bottom ıuddy, and not fordable. The soil of the land bordering it is good ınd productive, and the stream is fringed with cottonwood. It will ıo doubt be valuable for steamboat navigation. A ferry is being esablished at its mouth.

ROUTES, TRANSPORTATION, &c.

From Fort Leavenworth to Fort Kearny there is a good prairie oad, with a ferry on the Blue river. The road from Fort Kearny ılong the south side of the Platte to the crossing of the south fork, s perfectly level and well broken; the ground, a few inches below he surface, is gravel or sand, and ordinary rains do not seriously affect t. In crossing the divide from the south fork to the north, we gain he summit by easy slopes, but the descent is very sudden into Ash Hollow on the north fork, and it would be almost impracticable to ake a loaded wagon up this steep. Ash Hollow is bounded on all ıides by rocky escarpments from 50 to 100 feet high, and much labor would be required to make a permanently good road for getting down o it. The route this far is the one usually followed by the emigrıtion which leaves the western part of Missouri for Oregon and Californıa, and it continues usually along the south side of the north fork to Laramie river, which is crossed by a good bridge.

We crossed the north fork at Ash Hollow, and passed up on the north side, which is probably preferable when the river is low enough to be easily crossed. The Mormon emigration, and that which leaves the vicinity of Kanesville, Iowa, I am informed, strikes across the country to the Platte, follows this to the mouth of Wood river, then up this stream to near its source and crosses to the Platte again in the vicinity of Big Cottonwood Spring, and continues on the north side all the way to Fort Laramie. This route has to cross the Elk Horn, a stream about 30 yards wide, and Loup Fork, 200 yards wide, which, when flooded, must be ferried over, and perhaps might not be passable for many days at a time. This route, I am informed, is quite heavy and difficult during wet seasons. If it should be used to supply Fort Laramie the stores would have to be crossed over the north fork of the Platte, but at a point so near the Fort that they might be left on the north side in charge of a detachment from the garrison. The route along the south side of the Platte has at least to cross the south fork, which, in the time of melting snows and spring floods, would occasion serious delay. I am not, therefore, prepared to say whether Fort Laramie could be best supplied from Fort Leavenworth, or from the

points of starting of the Mormon emigration near Florence, above the mouth of the Platte; the distance of land transportation is in favor of the latter. The scarcity of wood along the Platte is a serious objection to winter travel. The bottom, along which the road lies, is very seldom overflowed. I think it altogether probable that a good route could be found leading up Loup Fork towards its source, and then crossing over to the Platte—it should be examined.

It was thought that the route from Fort Pierre to Fort Laramie might be used to supply the latter post, the stores being transported by steamboats up the Missouri. I believe the steamboat transportation perfectly practicable up to Fort Pierre for any requisite amount of provisions and stores, yet they could not be relied upon to reach there before the 15th of July, and the cost would be considerable. The land transportation would then be 323 miles. But the road, even in good seasons is rough and contains numerous hills, requiring heavy hauling, and in wet seasons would be almost impassable, as it lies throughout in a clay region. For 12 miles on the head of White river, the road is in the last degree bad at all times; there is reason, however, to think that this portion could be avoided. But when we consider that the train for transportation from Fort Pierre to Fort Laramie must be procured from the States at a distance of 500 to 600 miles, it is doubtful if at any time economy would select this route as a channel through which to supply Fort Laramie.

Very much in the same light must we view the project of supplying Fort Laramie from the mouth of Rapid river, supposing a post established at that point, viz: the distance one hundred to four hundred miles, from which the means of land transportation must be obtained and the probable difficulties of the route itself. This proposed road would have to keep on the divide north or south of Rapid river, and most probably to the north, or if it entered the valley would be forced to cross the stream frequently, or take again to the bluffs. Unlike the Platte, or the main portion of White river now followed by the Pierre and Laramie road, the Rapid river has no continuous broad valley on either side, and could not be followed by wagons at the points at which I have visited it. A better route would no doubt be found along the valley of Turtle Hill creek, a branch of l'Eau qui Court, to near its head; it must then take along the divide between White and Rapid rivers, of the nature of which I am not informed.

Wood will no doubt be found on all the streams along this route, but we should have to make frequent detours to find camps if we are confined to the divide.

The country is sandy and the road would be good in wet weather; there is undoubtedly good grass.

The route from Fort Pierre to Fort Kearny in summer answers very well for light vehicles or pack trains, and wood, water, and grass are sufficient for travelling purposes; the large streams, however, that have to be crossed, and which, when flooded, would occasion delay, as well as the difficulties of the sand hills, render this route unfit for more than the ordinary communications between posts.

The direct route from Sioux City to Fort Pierre, by the way of Fire Steel creek, is very good; there is a ferry at the mouth of the Big

ux, and a good ford in low stages across the Vermilion and James ers. Scarcity of fuel is a serious objection to winter travel. A ter route in cold weather, or when the streams are flooded, though ıewhat longer, lies nearer the Missouri, crossing the Vermilion l James rivers at their mouths, and at these two places ferry boats uld be provided.

have no special information concerning the route from Fort Pierre Fort Ridgely; it is probably good and very direct, but James river ınot be forded if it is high. The road from Fort Pierre, direct to mouth of Shyenne river, forty miles, is very bad in wet weather, l almost impassable for wagons. The road leading to the American r Company's trading house, on the Moreau, crosses the Shyenne ıut twenty miles from its mouth, and is bad in wet weather, though so hilly as the other, as it avoids the side ravines of the Missouri. Detail directions for travelling on the routes between Fort Pierre l Fort Kearny, between Fort Kearny and Fort Laramie, between rt Laramie and Fort Pierre, and between Fort Pierre and Sioux y, will be found at the end of this report.

A good road could be had from near the mouth of the Platte to the uth of l'Eau qui Court, following the Elk Horn river; it has been d by the American Fur Company, but I have no definite informa- ı concerning it.

INDIANS AND MILITARY POSTS.

The *Dacotas* occupy most of the country we have been considering, l are scattered over an immense territory, extending from the Mis- ıippi on the east to the Black Hills on the west, and from the forks he Platte on the south to Devil's Lake on the north. "They say ir name means leagued or allied," and they sometimes speak of mselves as the "Ocheti Shaowni," or "Seven Council Fires." ese are the seven principal bands which compose the nation, viz:

"1. The *Mde-wakan-tonwans*, meaning village of the Spirit lake."

"2. *Wahpekutes*, meaning leaf shooters."

"3. *Wahpe-tonwans*, meaning village in the leaves."

"4. *Sisi-tonwans*, meaning village of the marsh."

These four constitute the Mississippi and Minnesota Dacotas, and called by those on the Missouri "*Isanties.*" They are estimated 3,200 souls. Some of these are said to give much trouble to the lers in northwestern Iowa and in Nebraska, and are charged with rages during the past season. Fort Ridgely is in their country.

. *The Ihanktonwans*, village at the end, (Yanktons,) sometimes led Wichiyela or "First Nation."

They are found at the mouth of the Big Sioux, and between it and nes river, and on the opposite bank of the Missouri. They are ıposed to number 360 lodges. Contact with the whites has consider- y degenerated them, and their distance from the present buffalo ges renders them comparatively poor.

. *The Ihanktonwannas*, one of the "end village" bands, (Yank- ais) range between James river and the Missouri as high north as vil's Lake. They number 800 lodges, and are spirited and warlike.

They fought against the United States in the war of 1812, and their chief went on a visit to England. "From the Wazikute branch of this band the Assinniboins, or Hohe of the Dacotas, are said to have sprung."

7. "*The Titonwans, village of the prairie*, are supposed to constitute more than one-half of the whole Dacota nation." They live on the western side of the Missouri, and take within their range the Black Hills from between the forks of the Platte to the Yellowstone river. They are allied by marriage with the Shyennes and Aricarees, but are mortal enemies of the Pawnees. The Titonwans, except a few of the Brulés on White river, and some of the families connected with the whites by marriage, have never planted corn. They are divided into seven bands, viz:

1. *Unkpapas, they who camp by themselves.* They live on the Missouri near the mouth of the Moreau, and roam from the Big Shyenne up to the Yellowstone, and west to the Black Hills. They formerly intermarried extensively with the Shyennes. They number about 365 lodges.

2. *Sihasapas, Blackfeet.* Haunts and homes same as the Unkpapas; number 165 lodges. These two bands have very little respect for the power of the whites.

3. *Oo-he-non-pas, two boilings or two kettle band.* These are now very much scattered among other bands. They number about 100 lodges.

4. *Sichangus, burnt thighs, Brulés*, claim the country along White river and contiguous to it. They number 480 lodges. They include the Wazazhas, to which belonged Matoiya, (the Scattering Bear,) made chief of all the Dacotas by the government, and who was killed by Lieutenant Grattan.

5. *Ogalalas, they who live in the mountains*, live between the forks of the Platte, and number 360 lodges.

6. *Minikanyes, they who plant by the water*, live on and between the forks of the Shyenne and in the Black Hills; number 200 lodges.

7. *Itahzipchois, Bowpith, Sans Arc*, claim in common with the Minikanyes, and number 170 lodges. These last two bands have been exceedingly troublesome to the emigration.

The Dacotas, on and west of the Missouri, which includes all but the Isanties, are the only ones I have heard estimated. I should think that eight inmates to a lodge, and one-fifth of them warriors, an ample allowance. We would then have:

	Lodges	Inmates.	Warriors.
Ihanktonwans, (Yanktons)	360	2,880	572
Ihanktonwannas (Yanktonais)	800	6,400	1,240
Unkpapas	365	2,920	584
Sihasapas, (Blackfeet)	165	1,280	256
Oohenonpas, (Two Kettle)	100	800	160
Sichangus, (Brulé)	480	3,840	748
Ogalalas	360	2,880	576
Minikanyes	200	1,600	320
Itazipchois, (Sans Arc)	170	1,360	272
Total	3,000	24,000	4,800

These Dacotas formerly all lived around the headwaters of the Mis-

ippi and Red river of the north, and in their migration to the
:hwest have pushed the Shyennes (with whom they are on friendly
ns) in advance, leaving their name to the Shyenne of Red
r, to the Big Shyenne of the Missouri, and to the section of coun-
they now occupy between the Platte and the Arkansas.
n the summer the Dacotas follow the buffaloes in their ranges over
prairie, and in the winter fix their lodges in the clusters or fringes
'ood along the banks of the lakes and streams. The bark of the
onwood, which furnishes food for their horses during the winter
ws, have led to immense destruction of this timber, and many
ams have been thinned or entirely stripped of their former beauti-
groves.
heir horses are obtained by traffic with the Indians further south,
have stolen them in New Mexico, or are caught wild on the plains
ards the Rocky mountains. The nation is one of the most skilfull
warlike and most numerous in our Territory; and could they be
e to feel a due confidence in their own powers, would be most
idable warriors. In single combat on horseback they have no
riors—a skill acquired by constant practice with their bows and
ws and long lances, with which they succeed in killing their game
ll speed. The rapidity with which they shoot their arrows, and
accuracy of their aim, rivals that of a practiced hand with the
ed revolver.
otwithstanding the destruction of their numbers by small pox and
era, it is the opinion of some that they are increasing in numbers
er than diminishing, except where they mingle with the settle-
ts on the frontier. It has been well said that theft is an Indian
ue.
he love of renown and desire for plunder leads them far from their
es, and many of the depredations along the Platte are committed
he Unkpapas and Sihasapas, whose homes are further from it than
e of any of the Titonwans. The Isanties or Dacotas of the St.
er's also carry their ravages into Nebraska, and are there the most
ded of all the savages.
When any redress or reparation is sought, or punishment threatened
these offences, the same excuse is always made: "The old men
osed it, but the young men could not be restrained." So long as
smiles of the females, the admiration of his comrades, and ulti-
e influence with his tribe continue to be the reward of daring ex-
ts, these, to say nothing of the Indian's often absolute necessities,
prove too strong in the breast of the youthful warrior for the
sels and frowns of age, or for the peaceful policy of the Indian
eau.
ilitary occupation is essential to the safety of the whites, and the
tary posts should be in such positions, and occupied by such num-
, as effectually to overawe the ambitious and turbulent, and sus-
the counsel of the old and prudent.
hey should be placed well in the country whence the marauders
e, as well as on the frontiers and lines of communication they are
gned to protect. In making this occupation we should look to
future. Agricultural settlements have now nearly reached their

western limits on our great plains; the tracts beyond must ever be occupied by a pastoral people, whether civilized or savage. If the Indian is not doomed to speedy extirpation, if he is to have a permanent home, here is where it must be located, and the military posts should contemplate a permanency which they have not heretofore possessed.

Posts situated near the Indians' homes, designed to restrain, might be garrisoned by infantry, and they should be large from the outset, to command immediate respect. Those situated near the settlements for protection should be cavalry, both on account of the facility with which they can move to threatened points, or pursue the offenders, and for the comparative ease with which the horses could be maintained during the winter, and be ready for early and efficient service in the spring.

With good commanders, and forces sufficient to sustain them in the measures they may take for chastising or restraining the Indians, and protecting them from the injustice of the whites, peace can be maintained without exterminating the red man, whose manliness has much to admire, and whose fate deserves our sympathy.

Upon the principles I have mentioned, I should recommend that an infantry post be maintained in the neighborhood of Fort Pierre. Of all the points yet occupied in the Dacota country this is the most central. Good prairie roads lead from it in every direction, and the experienced guides and traders of the American Fur Company have explored them all. Formerly, it was no uncommon thing to see six hundred lodges camped around this fort at one time. A spot to which so many could assemble must be no unimportant one from which to pursue them to their homes. A navigable river leads direct to the place, and the post can be supplied with certainty, if proper preparations are made. I have the opinions of the most successful steamboat captains to this effect.

A permanent establishment here, with the occasional movement of troops between it and Fort Laramie, must entirely drive the disaffected and dangerous Dacotas from all the country south of this route.

Another post of, say four companies, should be kept up at the mouth of l'Eau qui Court to restrain the Poncas.

A cavalry post should be established in the neighborhood of the mouth of Big Sioux river, as protection to the settlements in Iowa and Nebraska from the Ihanktonwans and Isanties, and co-operate with the troops at Fort Pierre. Forage could be economically procured at this point, and it is probably the most western in this latitude, or north of it, that horses could reasonably be maintained so as to be prepared for an early spring campaign.

Future necessities may require the establishment of a post near the Moreau river, among the Unkpapas, or on the left bank in the country of the Ihanktonwannas.

On the line of the Platte, Fort Kearny must, for a long time, be beyond the frontier settlements, and is a necessary post for the protection of emigrants.

Fort Laramie will always be in the Indian country as long as there is one, and makes a most valuable point for protection to travel.

West of Fort Laramie temporary protection should be afforded, when necessary, by patrols and escorts, and also between Forts Laramie and Kearny.

Not less than one regiment, four companies, at Fort Kearny, and six at Fort Laramie should be kept on this line.

A winter campaign could not often be made with success in the Dacota country, and all that should be attempted is to preserve the men and animals for early spring operations, when the emaciated condition of the Indian horses would prevent them escaping and insure their easy capture.

The present war should not be abandoned until the Unkpapas, Minikanyes, and Ihanktonwannas have felt or acknowledged the power of the general government, and be made to entertain for our citizens a feeling of respect, in which they have heretofore been sadly wanting. If active operations are to be carried on during the coming season in the Dacota country, it is against them the forces should be directed, from both Fort Laramie and Fort Pierre.

The punishment inflicted on the Brulés and Ogalalas at Blue Water has taught them a useful lesson, which they will not soon forget.

The Pawnees, about eight hundred warriors, with whom the Dacotas are at war, and the Poncas, three hundred warriors, with whom they are friendly, occupy the southeastern part of Nebraska; to the southwest are the Shyennes, one thousand, between whom and the Ogalala Dacotas the most friendly relations exist. The Crows, a powerful and warlike tribe, occupy the country between the Black Hills and Wind River mountains, about the sources of the Yellowstone. They made a treaty of peace with the Dacotas at Horse creek, in 1849, but they are enemies at heart. The small bands of Mandans, Aricarees, and Minnitares, and the powerful one of the Assinniboins, are on the north.

CONCLUSION.

Very little is known as to the accurate geography and topography of the Crow country and Black Hills, and, in fact, of any portion of Nebraska west of the Missouri, and the road from Fort Pierre to Fort Laramie.

The same causes that brought on the war with the Sioux will, no doubt, continue to operate, and the time is not distant when we shall have a similar necessity for chastising the Crows and northern Missouri Dacotas, who have, as yet, seen nothing of the power of the United States, nor feel any respect for it. It seems to me, therefore, in a purely military point of view, of the greatest importance to gain a knowledge of that region, while the peaceful disposition of these tribes may permit, and before they become maddened by the encroachments of the white man. It is, therefore, respectfully requested that a recommendation be made to Congress, through the proper channel, for an appropriation of $50,000, for military and geographical explorations in the territory of Nebraska.

A reconnaissance, which could be made at small expense on the Fur Company's steamboat, should be made of the Missouri river from Fort Pierre to the mouth of the Yellowstone; one should also be made

of Loup Fork of the Platte, and of the country between White river and l'Eau qui Court, for the purpose of seeking good communication between Fort Laramie and the Missouri river. Routes from Fort Laramie to the Yellowstone, and of the country around and between the forks of the Shyenne, deserve examination. The future necessities of Indian warfare will undoubtedly render information in this territory of the last degree valuable.

Accompanying this report is a map of a portion of the Dacota country, on a scale of 1 to 600,000. It embraces all the explorations within the limits compassed by it, including those of Major Long, J. N. Nicollet, Captain Fremont and Captain Stansbury. The sketches by Lieutenant Curtis of the route from Fort Pierre to the mouth of White river, and of Mr. P. Carrey, from Fort St. Vrain to Fort Laramie, were made with a pocket compass, and estimated distances—those made by myself, are with prismatic compass and odometer measurements of distance. Barometer observations were taken on the route from Fort Pierre to Fort Kearny, and thence to Fort Laramie; the observations and results are appended to this report. A barometric profile of the route from Fort Pierre to Fort Kearny is also given. From not getting my instruments in time, I was unable to make any astronomical observations. The latitude of Fort Pierre is taken from Nicollet, that of Fort Kearny, and the latitude and longitude of Fort Laramie, are taken from Captain Stansbury. The longitude of Fort Pierre and Fort Kearny are taken from the general map, which I compiled in the office of the Pacific Railroad Exploration, and are the result of comparison of several determinations.

The longitude of no point on this map, distant from the boundary of the States, can be considered certain within 5 to 10 miles. The surveys with the compass and odometer were very carefully made.

I also present another map on a scale of 1 to 300,000, giving the location of the different bands of Indians, and such other information as I was enabled to obtain from the hunters and trappers. Though it is not reliable where surveys have not been made, still it is the best that our present knowledge will permit. To the services of Mr. Paul Carrey, who accompanied me in the hazardous journey from Fort Pierre to Fort Kearny, I am much indebted, and also to Lieutenant Curtis, who furnished me with the sketch from Fort Pierre to the mouth of White river, and to Lieutenant Balch for his voluntary assistance on the route from Fort Laramie to Fort Pierre.

For information about portions of the country I have not visited, I had the benefit of frequent consultation with Colon Campbell, Michael Desomet, Jean Lefebre, James Boldeaux, Joseph Jewitt, James Baker, Dr. Hayden, Mr. Galpin, Henry Goulet, Alexander Culbertstone, and others, whose statements I have endeavored to combine.

To Mr. J. Hudson Snowden, who assisted me in the meteorological observations, and in working out the results, nearly all the merit is due which they may possess. These observations and results, with notes on the weather on all the routes travelled, are annexed to this report, under the head of meteorology.

A number of skins of birds were collected, among which were the

western rough legged hawk, (*Archibutes ferrugineus*,) from the Teton or Bad river, in longitude 102°, and the white-headed avoset, (*Recurvirostra occidentalus*,) from the north fork of the Platte, in longitude 103°. The first of these has hitherto only been found near the Pacific coast; and the latter has been considered as peculiar to the regions west of the Rocky mountains; its occurrence in New Mexico, near Santa Fé, is recorded in Captain Stansbury's report as something remarkable.

It is, perhaps, proper to allude here to the journey performed from Fort Pierre to Fort Kearny, since nearly all the knowledge I have gained, and whatever service I may have rendered, resulted immediately from it.

When I was preparing for the undertaking, and had secured a party of six persons, exclusive of Mr. Carrey and myself, I was counselled most earnestly by my brother officers not to make it, and the commanding officer at Fort Pierre thought seriously of interposing his authority as my military superior to prevent so "rash" an attempt, which presented to him nothing but a prospect of my certain destruction. The route was known to lead through the country of the Brulés, (supposed to be our worst enemies,) and nothing was known as to their position or intention. We would, also, it was said, meet the Poncas and Pawnees, and neither would hesitate to rob, or even "wipe out" a party as small as mine, well knowing the offence would be charged upon the Brulés. Moreover, much of the route was wholly unknown and untravelled, and there was no estimating the obstacles and delays we might encounter. My intention, however, had not been formed without due consideration of these things, and careful conversation with the men of the country. The weather was as yet too warm, it being the first of August, for the war parties to have formed, and it was the season for making "sweet corn," so that the Indians would likely be thus engaged. The party was made up of the most experienced prairie men, four of them being half-breed Dacotas, and we were well armed; we were determined to be constantly on our guard, and to travel in the night if we came in the vicinity of an enemy; no fire was to be lighted at night, nor tent pitched. Mr. Galpin, of the Fur Company, assured me he did not believe I would meet an Indian, and the result verified his prediction. We saw fresh trails of the Poncas on l'Eau qui Court, and of the Brulés in the Sand Hills, and some deserted Pawnee camps on Loup Fork, but no Indians. We performed the journey in fifteen days.

I was thus enabled to carry out the instructions under which I had gone to Fort Pierre to participate in the campaign under General Harney, and perform the duties required of me as topographical engineer of the expedition.

I hope this explanation will free me from any charge of having acted with rashness or imprudence.

The general conclusions which I have drawn from my own observations and studies (though I may not have fully demonstrated them) are, that the portion of Nebraska (which I have visited) lying north of White river is mostly of a clay formation, and that south of it is mainly of sand; that but a small portion of it is susceptible of culti-

vation west of the 97th meridian; that the Territory is occupied by powerful tribes of roving savages, and is only adapted to a mode of life such as theirs; that it must long remain an Indian country; that the Indians should be made to feel the power of the United States; that the military posts, in consequence, should contemplate permanency; that Forts Laramie and Pierre are the most important positions yet occupied; that the latter can always be supplied by steamboats on the Missouri; that the former must be supplied by way of the valley of the Platte; that a great deal yet remains to be learned of this vast territory; and that it is of the utmost importance to acquire a thorough knowledge of it without delay.

I have the honor, sir, to be, very respectfully, your obedient servant,

G. K. WARREN,
Lieutenant Topographical Engineers.

Brevet Brig. Gen. W. F. HARNEY,
U. S. army, commanding Sioux expedition.

APPENDIX A.

DETAILS OF ROUTES.

Latitude, longitude, altitude, and magnetic declination.

APPROXIMATE.

Place.	Latitude.	Longitude.	Altitude.	Mag. var. east.
	° ′	° ′	*Feet.*	° ′
Fort Ridgely	44 35	95 07	1,000	10 00
Sioux City	42 32	96 26	1,250	11 30
Fort Kearny	40 38½	99 06	2,000	13 45
Fort Pierre	44 23½	100 24½	1,504	14 00
Fort Laramie	42 12½	104 31½	4,250	15 00

Description of route from Fort Pierre to Fort Kearny.

NOTES.

Distance from Fort Pierre.

Fort Pierre, situated on a high bottom land on the right bank of the Missouri river—grass very scanty, there having been no spring rain. Left Fort Pierre, August 8, 1855.

Road is over the bottom land—a dark, sticky, clay soil, with sage growing upon it, for two miles; then crosses a high, narrow, dark, clay ridge to Bad river, at a good ford, with rocky bottom. When flooded, must be ferried, 4½ miles - 4

Distance from Fort Pierre.

ad river—*Wakpa Shicha*—is sometimes called Little Missouri, sometimes Teton river—wood and grass fine.

ugust 9.—Road over high rolling prairie; crosses the sources of Antelope river and Cedar river, to east branch of Medicine river. After passing the divide of Bad river, soil good, with fine grass. These streams in dry times generally contain water in holes, and have small cottonwood and willow on their banks, furnishing fuel. They are from 10 to 20 feet wide, and their banks from 4 to 5 feet high. When occupied with running water, bed will be found muddy, and should be crossed carefully. From Bad river to Antelope river, 9½ miles - - - - 13¾

'hence to Cedar creek, 9½ miles - - - - 23¼

'hence to East branch of Medicine river, 10 miles - - 33¼

ugust 10.—Crossed Medicine river just below the forks, saw here a fresh track of a buffalo bull, 2 miles - - 35¼

bout 5 miles further on we gain the divide between Medicine and White rivers—soil is now rather poor, and the ridge contains some small lake beds, which have water in the spring season - - - - - - 40¼

'rom this ridge, looking south, the whole horizon south of White river is occupied with high broken prairie ridges and peaks. We keep on this high lake ridge about 4 miles, and descend a line of bluffs, along the foot of which are the sources of the side branches of White river; thence to White river, 8 miles - - - - - 52¼

'he road to-day was good—grass rather thin, and no wood nor water.

ugust 11.—White river—*Mankisita W.*—High from recent rain, but falling. Spent the day examining up and down the stream, and forded it in the afternoon. This ford is a fair one, with rocky bottom, but it must be carefully examined on foot before crossing, and every animal should be led or ridden over, as the least wandering from the proper course may mire it inextricably. The stream is now 480 feet wide, water muddy, of a white color, 1 to 3 feet deep, its immediate banks some 5 feet higher. We forded it at the highest stage of water practicable, if higher it must be ferried. The valley is about one mile wide, and nearly all overflowed in freshets. The bluffs are 100 feet high, and loaded wagons could ascend and descend without difficulty. Fine cottonwood of large size grows on the banks, though much thinned out by the Indians. Grass grows luxuriantly, and elk, deer, and antelope may be found in limited numbers. About 20 miles above this ford are the forks.

ugust 12.—Road over slightly rolling prairie. In about 2½ miles pass near Oak creek; thence 8½ miles to small branch of Two-tail creek, 11 miles - - - 63¼

Distance from Fort Pierre.

Here wood for fuel, and good grass; continuing on with Two-tail creek 1 to 2 miles east, over good route, to head of this stream, 9 miles - - - - - - 72¼

At this place the stream is 15 to 20 feet wide, water in holes, bank 5 to 10 feet feet high, bottom generally sandy, grass good in spots, cottonwood, oak, and willow, good size. Near here is a large prairie-dog village. They have thus far been numerous, but these were the last we saw till we reached the Platte river. The soil is now becoming sandy. High table-land ridges were about 5 miles to the west, said to have springs at their base, and here Two-tail creek has its source.

August 13.—Route good to a head branch of Dog's Ears creek, 14½ miles - - - - - - 86¾

Here clear spring water in considerable quantity, good grass, but no wood; some trees flourish 2 to 3 miles further down. The soil has now become exceedingly sandy, but generally covered with grass. On the ridges a soft calcareous sandstone crops out, and we are now in the region that gives character to the distant view to be had from the northern divide of White river. These ridges have a general south-east direction.

The Dog's Ears hills,(*Les Buttes des Oreilles de Chien,*) two small prominent hills of this sandstone formation, lie about two miles to the east of us, and have served as a landmark since leaving White river. We now cross an easy divide, and enter the basin of White lake, a clear, beautiful little sheet of water, much resorted to by the Indians. The basin is very sandy, but covered with vegetation, and here we first meet with the *sand cherry*, the fruit being as large as the ordinary black cherry, which it resembles in appearance, but is not quite so sweet to the taste. The shrub when full grown, is 6 to 18 inches high, and so slender that its fruit bends it to the ground. Turtle hill, (*Keya Paha,*) of the same formation as the Dog's Ears, crowned with a few scattering pine trees, now serves as a landmark, toward which you proceed over rolling, grass-covered sand prairie, to Turtle Hill creek, 14 miles - - - 100¾

This is a beautiful stream of clear water, about twenty yards wide, which, flowing over a sandy bottom, renders it easy to ford; the immediate banks are three to four feet high. Large and magnificent cottonwood grows on its banks, but the trees merely fringe the stream. Wild plums and cherries abound; the grass is excellent, and a small portion of its valley could be used for raising corn. This river is a favorite resort for the Indians, and those who live on the Missouri, near the mouth of Rapid river, usually course along it in going to and from the buffalo hunting grounds to the west; it heads near the source of the south fork of

Distance from Fort Pierre.

White river, and is a tributary to Rapid river. White lake lies about half-way from the Dog's Ears to Turtle Hill; there are a few trees on its banks; the beach is white sand. Tracks of buffalo bulls had now become frequent, and in White lake basin we saw a wild horse. - - 100¾

ust, 14.—Route passes along the right bank of Turtle Hill river for 6 miles, crossing a little branch with running water; gradually leaving the river we strike a branch 4 miles further on, with running water, but no wood, and pursue it to near its source; thence over sandy prairie to Rapid river, 24½ miles, all the way sandy; a little wild rice was seen. Rapid river—l'Eau qui Court, or Niobrara, is a name given it by the Ponca Indians; the Dacotas call it "Mini Tanka" or Big Water. It flows with a very swift current over a sandy bed, and between bluffs 140 feet high, which here approach each other so closely as to leave but a very narrow intermediate valley, not averaging one quarter of a mile. - - - - - 125¼

stream is from 180 to 250 yards wide at the ford, 3½ to 4 feet deep in the deepest places, and the current so strong that it was difficult to keep one's feet; the intermediate bottom land is but 2 to 3 feet high, and must be overflowed in freshets; its passage in time of floods would require a ferry. Wherever the bluffs are worn by the stream, they exhibit vertical sections of a soft yellowish white calcareous sandstone, forming precipices 50 to 60 feet high; the same is the case with all the side ravines, which contain clear cool springs of water. All the ravines are filled with pine, (some of it 60 to 70 feet high,) scrubby oak and some ash; on the low bottom lands there is some little cottonwood. The approaches to the stream are very bad; the one we used was a well worn buffalo trail, showing that this crossing was one of no ordinary importance, yet, without a great deal of labor in preparing the road, it would be impossible to take a wagon by this route. A large party of Poncas had crossed here a few days previous, returning from the buffalo hunt to their corn fields at the mouth of the river.

gust 15.—Followed along a well marked Indian trail, over sandy soil to the head of a side ravine of the *Wazi-hanskeya*, a tributary of Rapid river, 7 miles; water from a spring in the ravine; wood and grass good. *Wazi-hanskeya*, meaning "the place where the pine extends far out," is the name given to this stream, which is said to be twenty miles long, bordered with pine bluffs, in every respect similar to those of the river into which it flows. The Indian trail leads up this stream, and it was thought to furnish the best route in the direction we wished to go; but, as we were likely in pursuing it to meet war parties of savages, we determined to take the more direct and un-

Distance from Fort Pierre.

frequented route through the Sand Hills, though none of the party had ever been this way - - - - 132½

August 16.—Travelled over rolling sand hills ten to forty feet high, increasing in height and abruptness as we advanced; clothed with grass and interspersed with sedgy lakes, having sandy bottoms, in some of which are small fish. There is no wood. Small willows, dry roots of the sand cherry, and wild rose, and "buffalo chips" furnished fuel in small quantities. Can camp almost anywhere near the small ponds. Saw several buffalo bulls, and antelope were thick. Days march 27½ miles. - - - 159

August 17.—Winding among the sand hills, which frequently forced us quite out of our course, and beginning to feel some anxiety as to what we were coming to, we suddenly emerged from them into the valley of Calamus river, 19 miles - - - - - - - - 178

This is supposed to be a branch of Loup Fork of the Platte; its valley is 1½ miles wide, the stream about 20 yards wide, water clear, 1 to 3 feet deep, immediate banks about 4 feet high, easily forded; no wood exists where we crossed, but some was seen about 5 miles further down; grass luxuriant; travelled on and camped at a small pond in the sand hills; the sand hills to-day very bad; 4 miles - 182

August 18.—After winding through and over very bad sand hills for 12 miles, we suddenly issued from them into the broad valley of a stream, which was supposed to be a branch of Loup Fork. Travelling obliquely across the valley we reached the river, which, in the absence of any known name, was called Warren's fork. Fourteen and a half miles - - - - - - - 197

This is a clear running stream, 150 yards wide, spread entirely over its sandy bed with a depth of from 1 inch to 3 feet; small cottonwood grows in patches along its banks, and the grass is luxuriant. The valley is 1 to 2 miles wide, and has a sandy soil, much of which could be cultivated. The stream does not, apparently, overflow its banks, which are now 3 to 4 feet above the water. Continuing our journey, crossing some dry, low, but steep ravines, we camped in a narrow ravine in the high prairie, which was of a clay formation, the sand having gradually disappeared since we left the sand hills; at camp, water in holes, and a few scattering cottonwood trees, 10½ miles - 207

August 19.—Proceeded over a good route to Pawnee river. Six and three-quarter miles - - - - - 214

Pawnee, Loup, or Wolf river, a branch of the Platte, is here 220 yards wide, spread out over its whole bed, and nowhere more than 3 feet deep. The water is clear and the bed sandy; the immediate banks about 4 to 8 feet high, and lined with medium sized cottonwood trees and willow.

Distance from Fort Pierre.

Its valley is from 2 to 3 miles wide, and the river is easy to approach and to ford at low stages.

s we travelled on we found the ridge south of Pawnee fork much cut up by ravines, and difficult to ascend, (quite impracticable at this place for wagons, and we ought to have gone down the stream 8 or 10 miles.) Having gained the ridge, our route was good, over high prairie, with some dry lake beds, and no wood nor permanent water to Muddy creek, 19½ miles - - - - - 234

ddy creek here is a small running stream, twenty feet wide, with banks ten feet high, and steep, with muddy bottom, and is troublesome to cross; grass good; wood scarce, but plenty lower down. Fresh signs of buffalo now were abundant, and several bulls were seen to-day.

gust 20.—Route led us over many secondary ridges and valleys, and was laborious for the animals.

ter going 14 miles crossed Beaver creek, a small running stream, a little larger than Muddy creek, to which it is in every respect similar, but has considerable wood along its banks, and beaver dams in the stream. Continued on for 5 miles; camped at a poor water hole, with no wood; day's march 19 miles - - - - - 253

gust 21.—Route to-day good. Reached in 12 miles a clear stream, fifty yards wide, with sandy bottom, banks from 4 to 10 feet high, and lined with cottonwood and willow; valley 1 to 2 miles wide, with luxuriant grass—named it, after Mr. Carrey, Carrey's fork; it is a branch of Pawnee river. After proceeding 1½ miles, crossed a wooded branch of the stream, with steep banks, 15 feet high, and difficult to ascend, and camped on a similar one 3½ miles beyond; water in holes; grass good; day's march 17 miles - 270

veral bands of buffalo cows were seen to-day.

ugust 22.—Route to-day was good; and just before reaching Wood river we passed through immense herds of buffalo, all running down the wind; landscape dotted everywhere with bands of cows and scattering bulls. Reached Wood river in 9¼ miles. This stream is about 30 feet wide, when full—now only 5 to 6 feet wide; banks 10 feet high, and require cutting; cottonwood lines the banks. A good route now opens to the Platte river, distant 10¾ miles, which we crossed at the head of Grand island, and proceeded to Fort Kearny, distant 11 miles; day's march 31 miles - - - - - - - - 301

e crossing of the Platte gave us no trouble, as it was no where more than 1 foot deep, and spread out over its bed, here a mile wide; the slough north of Grand island is about 30 yards wide; the banks of the Platte are 4 to 5 feet above the bed; the valley is 5 to 8 miles wide, and rarely overflowed.

Route from Fort Kearny to Fort Laramie.

Distance fr
Fort Kear

August 24, 1855.—Marched 10 miles over fine road, and encamped on the Platte; grass good; no road on south side of the river - - - - - -

August 25.—Road fine; buffalo numerous. Camped on the Platte; good grass, but no wood; day's march 19½ miles 29

August 26.—Road fine; crossed Plum creek about 4 miles from morning camp; buffalo along the route; camped on the Platte; good grass, no wood; day's march 18 miles - 47

August 27.—Road good; camped on the Platte near the foot of Brady's island; buffalo plenty; day's march 17½ miles 65

August 28.—Road good; camped at Cottonwood spring, a fine hole of cool water; no water in the Platte this side of the island; some little wood; cedar plenty on the bluffs south of the road; buffalo to-day all bulls; day's march 23¼ miles - - - - - - - 88

August 29.—Road fine; camped at a water hole about 2 miles from the south fork; grass good; no wood; buffalo scarce and all of them bulls; day's march 18¾ miles - - 107

August 30.—Road good; crossed O'Fallen's bluff, (not high,) and camped about 2 miles beyond, on a slough; wood plenty; grass good; day's march 21 miles - - 128

August 31.—Road good; camped on the south fork; grass good; no wood; day's march 15½ miles - - - 143

September 1.—Road to-day somewhat muddy from last night's rain; camped on the river; grass good; no wood; day's march 21¼ miles - - - - - - 164

September 2.—Reached crossing of south fork, 5 miles from morning camp; stream about 700 yards wide, crossing easy, water 18 inches to 2 feet deep; camped just above Ash Hollow on the north fork; grass thin; a little cedar wood on the bluffs; day's march 24¾ miles - - 189

The descent into Ash Hollow is very steep, and much labor would be required to improve it permanently, as the slope is in part of rock. I examined the locality for a half a day, and found no place naturally superior to the one now used.

September 4.—Crossed the north fork, about 800 yards wide, with ease, water very shallow, and camped at the mouth of Blue Water creek, a clear running stream 15 yards wide at the mouth; grass good; no wood; day's march 3 miles - - - - - - - 192

September 5, 6, 7 and 8—Were spent in recruiting the animals, reconnoitering, and constructing Fort Grattan, &c.

September 9.—Road fine; camped on the river; good grass; no wood; day's march 20¼ miles - - - 212

September 10.—About 8 miles from morning camp crossed a

Distance from Fort Kearny.

fine cool stream of water; 8 miles further came to Ancient Ruins bluffs, which are so close to the river that we were obliged to go over the ridge; the slopes are gradual, but on the west side the sand is thick; road to-day in places heavy with sand; camped on the river; grass fine; day's march 18¼ miles - - - - - - 231

September 11.—Road good; river makes considerable bend and there is a fine grassed bottom between it and the road; there were many deer in it; we passed Court House rock on the south side; camped on the river, with good grass, but no wood; day's march 18½ miles - - - 249½

September 12.—To-day passed Chimney Rock on the south side of the stream; the river forms here another large bend, making the road near the bluffs some 2 to 3 miles off; there is another road not much longer, near the river, which is good in dry weather; camped on the Platte; grass good; a little wood; day's march 25¼ miles - - - 274¾

September 13.—After marching 12 miles, we came to a place where the bluffs approach close to the stream, and here is a fine spring creek with good grass and wood, extending along south of the road for 3 miles; we passed on, and camped on a sedgy slough, with good water and grass, but no wood; day's march 17¼ miles - - - 292

Road to-day good; passed Scott's Bluffs about half way.

September 14.—Road good; day's march 18 miles - - 310

Passed another fine spring creek, which runs parallel with the road, on the south side, for 4 miles, and camped on the river about one mile from the source of the creek; grass tolerable; some wood. The hay for Fort Laramie is cut at the head of this creek.

September 15.—Road to-day in places heavy with sand; wood all along the Platte, but no grass; crossed the dry sandy bed of Raw-hide creek, about 9 miles from camp; camped opposite the mouth of Laramie river; no grass; day's march 25 miles - - - - - - 335

September 16.—Nearly all the animals were sent about 15 miles up the Laramie river to pasture, but even there grass was poor.

The distance from Ash Hollow to Fort Laramie, on the south side of the north fork, as given in Captain Stansbury's report, is 149¼ miles; by the north side it is 145½ miles.

Route from Fort Laramie to Fort Pierre.

Distance from Fort Laramie.

Fort Laramie is situated on the north side of Laramie river, 1 mile from the Platte. There are two ways of reaching White river from this fort that have been travelled with

Distance from Fort Laramie

wagons; one of them, as described to me by Mr. Bordeaux, is to go down the Platte about 8 miles, then north, crossing Raw-hide creek in 8 miles; thence to first fork of Spoon-hill creek, 12 miles; thence to the second fork, four miles; thence to l'Eau qui Court river, 12 miles; travel down l'Eau qui Court, 12 miles; then go north 12 miles to head of Deadman's creek; then along it 6 miles to White river; the last 6 miles are bad; this route then joins the other, and is probably preferable. The army took the other route, which strikes White river near its source. The route is as follows:

September 29, 1855.—Crossed the north fork of the Platte 1 mile from the fort; river about 130 yards wide, water in places 3 feet deep, current strong, bottom hard with small boulders, stream not fordable when high: camped at a spring hole; grass bad, no wood; road good, a little hilly and sandy; day's march 13 miles - - -

September 30.—Marched to Raw-hide creek, 7¼ miles; grass here tolerable, with some rushes; small cottonwood along the banks; formerly large groves existed, which have been used up by the Indians; stream 10 feet wide, water plenty, containing fish - - - - - - 2

October 1.—Marched 23½ miles to l'Eau qui Court river, road good; no intermediate camping place; a little water can be had 4 miles from morning camp. L'Eau qui Court here is from 10 to 15 feet wide; clear running water, containing fish, bottom sandy; grass fine; no wood—formerly there was plenty, but it has been used up by the Indians; stream heads near Raw-hide peak; saw numerous bands of buffalo to-day - - - - - - - 4

October 2.—Marched 11¾ miles to near the head of White river; road good; descent to the stream very steep; stream 4 to 5 feet wide, with large holes, water clear, bottom sandy; grass good; no wood, except small willows; fuel plenty 1 mile further down; bluffs 150 feet high, and close to each other. Exact source of the river not known.

October 3.—Marched 11 miles down White river, crossing it 11 times; immediate banks not high and bottom hard; the road is so bad that it is next to impracticable for loaded wagons; it requires much working, and then would probably not be passable when the stream is flooded. The bluffs are high, precipitous, and close to the stream, and covered with scattering pine; ash, elm, willows and cottonwood line the banks: camp was on the left bank, at the foot of a tall cliff, and here we buried a soldier; the valley begins now to widen out; grass good - - -

October 4.—Crossed the stream, marched 4¼ miles and camped on the right bank at the mouth of Deadman's creek; grass good - - - - - - -

Distance from Fort Laramie.

White river good grass and wood will be found at almost
ry point the remainder of the way; the road is gen-
lly fine in dry weather, but, being clayey, is very heavy
wet seasons. The high rocky bluffs recede on the south
: to a distance of from five to twenty miles, and in the
th are only occasionally to be seen. Beaver abound in
the streams, and deer along the banks; the bottom of
stream is generally muddy and care must be used in
roaching it. The route continues along the stream till
ed away by the high bluffs of the Bad Lands.

5.—Crossed White Clay creek with ease, 8¾ miles from
rning camp; water of a milky color. White river, be-
: clear, now assumes a white tinge; crossed White river
miles further on. Days march 17¼ miles; road good,
l crossing easy. - - - - - - - 88

6.—Marched 16 miles; last 8 miles of road very bad,
eral wagons being overturned, and many things broken
ut the gearing. - - - - - - 104

7.—Marched 19½ miles; road good, except a few cross-
s of side ravines; these might be much improved;
re are two or three considerable hills. - - - 123½

8.—Marched 16 miles; road good. Sharp-tailed grouse
te numerous. - - - - - - - 139½

9.—Passed Butte Caché about 2 miles from morning
ıp; this is so low as to be hidden by the trees; the
ality is a favorite resort for the Indians in winter, and
Fur Company have built trading houses here, which are
v abandoned. Crossing White river at a good ford
f a mile further on, we encamped on the right bank;
's march 14 miles; road good - - - - - 153½

10.—Passed through a small portion of the Bad Lands;
's march 6½ miles. Camped on the right bank, one mile
ve Wounded Knee creek, a favorite resort of the In-
ns. Two miles below this, a very high ridge of the
l Lands comes down to the river. The road now leaves
ite river and, proceeding directly through the Bad
nds, gains the side branch of the Shyenne. White river
tinues its way through the high precipitous bluffs of
Bad Lands, from which it emerges near the south fork,
istance in a straight line of 95 miles. There are no
eams of any size running into it on the left bank, but
the south or right bank there are many, from 20 to
miles long, with clear running water, and are much
orted to by the Indians. - - - - - 160

11.—Crossed White river, here 40 yards wide, at a
d ford, and fairly entered the Bad Lands; road fair in
r weather, but crooked; camped at Ash Grove spring,
ated on a ridge; grass good; ash wood plenty, and
d water. There are very deceptive miry places in the

Distance fr
Fort Laram

neighborhood and the animals require watching; day's march, 18½ miles; no intermediate camp. - - 17

October 12.—Had to go down a long steep hill, (one mile from morning camp,) sandy and easy to descend, but must make a very hard pull up. Marched to Bear creek, a branch of the Shyenne; banks here high, and hard to get up with loaded wagons; water in holes, but salt; will do for the animals. Spring on the side hill furnishing good water, but quantity limited. Some ash wood around the spring; grass indifferent. Day's march 13½ miles. - - 19

October 13.—Nine miles from morning camp, crossed Sage creek, about one mile above its forks; banks on Sage creek high and hard to pull up; water in holes, tolerable; grass good; wood plenty; marched to Bull creek, 11½ miles on, here grass good, wood sufficient, water in holes, good; day's travel 20½ miles, road being over high prairie. - 21

October 14.—Marched to Pinos spring, one of the head branches of Bad river; descent to the valley of the stream quite steep; valley here three to five miles broad; water in a hole, a little salt; wood one mile off; grass indifferent; day's march, over good road, 17¾ miles. - - - 23

October 15.—Marched to Grindstone Buttes creek (*Buttes aux Gres creek*) 18¼ miles; road good; passed several good camping places; at camp, grass and water good; wood scarce. - - - - - - - - 24

October 16.—Passed some wood after going 4¾ miles, and Big Cottonwood creek 4¼ miles further on; here no wood; camped at Mitchell's creek; water good, in holes; no wood; grass good. Day's march 14 miles; road good. - - 26

October 17.—Passed Aricaree creek, in 7 miles; here no wood, but some trees visible half a mile down; camped on La Chapaille creek; a little wood; water in holes, bad; grass good; day's march 21¼ miles, road good. - - 28

October 18.—Passed tolerable camping place in six miles; marched to Water Holes creek; water good; grass fair; no wood; trees about one mile down stream; day's march 14¼ miles; road good. - - - - - - 29

October 19.—Good road to crossing of Willow creek, 17 miles, the banks of which are high, and give a long hard pull; wood here plenty, but no water. There is a small hole, always filled with water, about half a mile east of the creek, slightly salt; camped at Fort Pierre; day's march 25 miles; bluffs of the Missouri not steep where the road descends. - - - - - - - - 32

Route from Fort Pierre to Sioux City.

Distance from Fort Pierre.

'he ferrying across the Missouri, on account of the low water, had to be done at a point about six miles above the fort, and the distances are from this place.

)ctober 27.—Took the road over high level prairie to the mouth of Medicine creek, 22 miles. Here good grass, water and wood; stream 20 yards wide - - - - 22

)ctober 28.—First two miles along the foot of the Missouri bluffs, and very rough; remainder over level prairie to La Chapelle creek near its mouth; here wood, water, and grass good; stream 10 yards wide; day's march 9 miles - 31

)ctober 29.—Route took to the high prairie; reached Chaine de Roche creek in 15¾ miles; no wood nor water; 5¼ miles further, we head a ravine with a little water, and no wood; thence to Campbell's creek, 16½ miles; here plenty of wood, water and grass; road all the way good; day's march 37½ miles - - - - - - - 68½

)ctober 30.—Marched 5 miles; crossed Shompepi creek, with plenty of wood, running water and grass; 5 miles further camped on Elm creek; plenty of wood, running water and grass - - - - - - - 78½

November 1.—Marched over good road, 17¾ miles, to Crow creek; here good grass and water, but no wood - - 96¼

November 2.—After going six miles, imperceptibly reached a high ridge, with lakes; thence to Fire Steel creek, (*Chanka W.*,) 6½ miles; proceeded along this stream for 11 miles, crossed it, and camped; here grass and water, but very little wood; day's march 23½ miles, over good road - 119¾

November 3.—Proceeded along southside of Fire Steel creek to camp; day's march, 19¾ miles; wood, water and grass good; camp 4 to 5 miles from James river. We were now on burnt prairie, which continued the rest of the journey, and grass could only be found in patches, in protected places - - - - - - - - 139½

November 4.—Crossed *Toka Kiya W.* or Enemy's creek, in 10 miles; here are wood, water and grass; stratified rocks are along its banks below the crossing; thence to *Riv. à Jaques* or James river, or *Chan San W.*, (White Wood river,) 8½ miles; thence to camp on James river, 4½ miles; day's march, 23¼ miles - - - - - - - 162¾

The crossing of James river is at a boulder rapid, and is good; there is no other ford; the banks are miry, and care must be taken in approaching. When flooded, its valley is submerged for a mile in width, and cannot be forded. The stream is about 25 yards wide, with full banks—it is 70 or 80 yards wide; wood enough for fuel exists along the stream.

November 5.—Proceeded along James river 3¾ miles; thence to Black Earth creek, *Maka Sapa Ouza*, (the place where

Distance from Fort Pierre.

they get black earth,) 12¾ miles; here are oak wood, water and grass; road good; day's march, 16 miles - - 179¼

November 6.—To head of Turkey Ridge creek, 12½ miles; kept on the north side for 4 miles; water, but no wood, and grass burnt off; crossed the stream and proceeded one mile; camping in the Turkey Ridge, *Zhicha Kaga;* oak wood here, and water in springs; grass nearly all burnt off; day's march, 17½ miles - - - - - 196¾

November 7.—Proceeded over the high prairie, studded with little lakes, and left the Coteau du Missouri about 9 miles before reaching the Vermilion; day's march, 27½ miles - 224¼

The road, since leaving Fort Pierre, has been over gravel and boulders of the drift formation, covered with soil only one or two inches thick, and consequently hard and good for roads at all times. From here to the settlements the soil is thick and dark, as in Iowa, and probably as fertile; it will make very heavy roads in wet weather. The Vermilion river, *Washesha Ouza W.*, is about 25 yards wide, not easily crossed on account of the mud; there is, however, no other ford, except at its head; there is plenty of oak wood here for fuel, and fine grass.

November 8.—Road to-day good, over fine fertile prairie to Lungs creek; here wood, water and grass; day's march, 16½ miles - - - - - - - 240¾

November 9.—Struck the Big Sioux after going 11¼ miles; thence to the Big Sioux ferry, 15¼ miles; from the ferry to 267

Sioux city is 7 miles - - - - - 274

As this route has very little wood, it is not safe in very cold weather, and as at such times we may calculate on crossing the Vermilion and James rivers, near their mouths, on the ice, the route near the Missouri river should be taken. The following distances, &c., along it were given me by Mr. Henry Goulet: From the Big Sioux ferry go direct to near the mouth of the Vermilion, where the point of the bluffs end; 14 miles from the Big Sioux is a lake, with large willows for fuel; 4 miles further, plenty of wood at a spring; thence to Vermilion, 16 miles; take now the ridge of the high prairie straight to where James river comes out from the bluffs, in 16 miles you reach White Clay creek; water in a spring, and wood plenty; thence to James river, 17 miles; from this river to the forks of Manuel creek is 25 miles, and here you are 12 miles from the Missouri, not far from l'Eau qui Court river; at the forks plenty of wood. The next camp would be on Andy's lake, 27 miles; here wood is plenty; from this lake to *Yagalinyaka creek*, 14 miles, wood plenty; thence to Pratt's creek, 20 miles; thence to Bijou hills, 17 miles; thence to Crow creek, 25 miles. If this route should be taken in the spring and summer, the Vermilion and James rivers must be crossed by a ferry.

Distances from St. Louis to the mouth of Yellowstone river.

From St. Louis—	Miles.
To mouth of Missouri river	20
To St. Charles	45
To mouth of Gasconade river	129
To mouth of Osage river	164
To mouth of Grand river	300
To Lexington City	370
To Kansas river	456
To Fort Leavenworth	498
To Fort Weston	505
To Fort St. Joseph	590
To Fort Bellevue	646
To Omaha and Kanesville	742
To Old Council Bluffs	807
To Little Sioux river	882
To Cook's Wood Yard	897
To Wood's Bluff	912
To Blackbird Hills	927
To Chalk Bank	942
To Omaha creek	958
To Omaha City	964
To Sargent's Bluffs	978
To Big Sioux river	983
To Iowa Bluffs	1028
To Fort Vermilion	1043
To Vermilion river	1063
To Petit Arc river	1088

From St. Louis—	Miles.
To James river	1113
To Sleigil's Fort, or Dare Hills	1143
To head of Bonhomme island	1158
To l'Eau qui Court river	1193
To Grand Tower	1233
To Cedar island	1283
To Bijou Hills	1313
To White Earth river	1333
To Old Fort aux Cedres (Second Cedar island)	1347
To Fort Lookout	1365
To Fort of Great Bend	1383
To Medicine creek	1413
To Third Cedar island	1430
To Old Fort George	1454
To Fort Pierre	1478
To Big Shyenne	1538
To mouth of Moreau river	1634
Cannon Ball river	1764
To Heart river	1814
To Fort Clark, or the Aricaree village	1879
To Fort Berthold, or the Gros Ventres village	1944
To Fort of Big Bend	1984
To White Earth river	2034
To mouth of the Yellowstone	2184

APPENDIX B.

Survey of Military Reserve at Fort Pierre.

FORT PIERRE, *August* 7, 1855.

MAJOR: Having completed the duties assigned me at this post, by your instructions of June 4, I shall set out to morrow to return to Fort Leavenworth *via* Fort Kearny. My party consists of six experienced men of the country, mostly half-breed Sioux, and Mr. Carrey and myself. We are well supplied with every thing needful, and expect to be at Fort Kearny in from fifteen to twenty days. We shall travel as men of the country, and exercise the greatest vigilance.

The Brulés, we are told by an Indian who arrived to-day, are in the Sand Hills, and are no worse to emigrants and traders than they were before the Grattan massacre. They are excited, however, against the soldiers, and would probably not lose an opportunity to destroy a small party, if it should be afforded them. These are the only Sioux we have any apprehension of.

There is a band of Ihanktonwans on the left bank of the Missouri, some forty or fifty miles above l'Eau qui Court, said to be desirous of making peace. The Ihanktonwannas are scattered along the left bank above Fort Pierre. The Unkpapas, Minikanyes, Sans Arc, and Blackfeet Sioux are dispersed along the north fork of the Shyenne and Powder *rivers, and on the* head of the Upper Little Missouri.

I send herewith a sketch of a survey from Chantier river to Antelope river, a distance of thirty miles, made for the purpose of determining a suitable military reserve; and one also of a reconnaissance made from Chantier river to the Shyenne, a distance by the road we took, (a lodge trail,) of forty miles.

The limit of the reserve, as established by order of Colonel Montgomery, can be seen on the sketch. It embraces 310½ square miles, about fourteen only of which are of any value. This great extent is required on account of the limited resources which the country seems to possess; these, however, are not yet fully known, and future experience may enable the War Department to reduce the reserve to much smaller dimensions. This year, the country is presented to us in its most unfavorable aspect, because of the deficiency of the spring rains; and many places that generally furnish an abundance of hay, now have none.

Of the probability of success in cultivating the low prairies like the one on which the fort is situated, I am not prepared to speak; they seem to be composed of the washings from the black clayey bluffs, and not a deposit from the river. At the site of the fort the grass has been killed by the Indian lodges, and all the cottonwood destroyed in giving the bark to their horses in winter; there is also a great deal of wild sage growing on this plain. It, in fact, seems to be the most barren of the low prairies I have visited. The landing here is very changing; this season it is better than usual, but any high water may put a dry sand bar in front of the fort half a mile wide; at present the steamboats discharge their freight nearly a mile from the depot. However, within the limits of the reserve, there is no place for a fort on the right bank of the river superior to the one now occupied. As far as I have examined the river, the best places are on the left bank.

The islands that do not generally overflow (there are none wholly exempt from floods) are good for cultivation. The one included in the reserve is about two miles long by a half a mile wide, and contains a considerable prairie yielding good grass for hay; it has also a good supply of timber, (cottonwood;) it is eight miles below the fort. The other valuable parts of the reserve are, the point on the left bank near the island just mentioned; a portion of the valley of the Little Missouri; and the point on the left bank, about ten miles above the fort. These combined are thought by those most competent to judge to be ample for furnishing the necessary quantity of wood, grass, and arable land. The ravines in the bluffs are excellent places for the cattle in winter, as they furnish shelter and food, and the earliest grass in spring. I have not completed my examination of the Little Missouri, and it is for that reason, I have left it out on the sketch.

In making the reconnaissance to the mouth of the Shyenne, I was obliged to go by land, or wait indefinitely for the boat; I chose the former alternative, and visited all that was necessary to satisfy myself. I had the same party that goes with me to Fort Kearny, and they knew the country well. About four miles above Chantier river is Galpin's camp, with the party that vacated Fort Pierre on the arrival of the troops. This is a good site, has a considerable quantity of grass

and wood, but not much timber fit for building; the landing is not good, better, however, than that of Fort Pierre, and it is in general a more eligible locality.

The next place worth speaking of is De Bouis' point. This is a strip of bottom land about five miles long, and from a quarter to three quarters of a mile wide; it has an abundance of the finest grass and timber, and a permanently good landing. This place and Crook's point, nearly opposite, would furnish all the supplies needed; there seems, however, no place to locate a fort which would not be too far from the river without subjecting it to being slightly flooded during extraordinary freshets; the bottom is also so flat as to probably remain wet long after a rain. The next desirable location is on what is called "The point below the Shyenne;" this is a prairie from fifty to a hundred feet above the river, about five or six miles long, north and south, and a mile and a quarter wide; at the upper side there is a fine permanent landing, and there is said to be one at the lower side. There is a fine belt of wood at the lower end, and just at the upper end is a large island probably equal in every respect to the one included in the reserve. Altogether this point is a desirable one, and apparently offers, right at hand, nearly all the resources of this country. It is, by water, forty-five or fifty miles above Fort Pierre. Formerly an Aricaree village existed here of more than three hundred lodges. I have been informed that the American Fur Company intend building upon it, but this is, as yet, doubtful. The general opinion is that the trade with the Sioux in this vicinity is ruined forever, and that it will not be profitable to incur the expense of establishing a trading post. The immediate vicinity of the mouth of the Shyenne is not good for establishing a military post; the north side is the best, and is good for trading. Dupuis is camped there with the party formerly at Fort George. I believe they intend to build houses, and occupying it permanently. Above the Shyenne, there are said to be many good points for wood.

The Shyenne is at present about one hundred and twenty feet wide, and eighteen inches deep at the mouth. There is said to be good cottonwood in limited quantities as far up as Cherry river, (60 miles;) above that it has mainly been destroyed by the Indians, to get the bark. There is no pine on it until it enters the Black Hills; some ceder is found along the bluffs. The river is subject to very sudden rises, and falls equally fast; it is very crooked; and when high, has a very swift current; Mackinac boats have been brought down in time of high water, but it does not promise much in the way of steam navigation. I have said nothing about the roads to and from the different places spoken of. In this respect they are all about equal. With some labor on the first mile and a half of the bluffs, the road in dry weather would become good for loaded wagons, in almost any direction. Every point from Fort Pierre to the Shyenne would connect well with the Laramie or Moreau roads, or with the route to the Black Hills, between the forks of the Shyenne.

The Moreau road crosses the Shyenne fifteen miles from its mouth: there is another crossing three miles from its mouth.

The sketches must be excused for want of neatness, as they were made with the least possible facilities.

In what I have so far accomplished, I have been essentially aided by Mr. Paul Carrey.

Whatever may be the comparative defects in the site of Fort Pierre for a military post, it is evident that it is the only one in this part of the country that could be occupied this year as a depot, and the labor that will have been expended before another season comes around may render the removal of the post an affair of doubtful expediency.

I am, sir, your obedient servant,

G. K. WARREN,
Lieutenant Topographical Engineers.

Major O. F. WINSHIP,
Assistant Adjutant General,
Of Sioux Expedition.

APPENDIX C.

Report of September 4, 1855, *and sketch of Battle Ground at Blue Water Creek.*

BLUE WATER CREEK, *September* 4, 1855.

MAJOR: I present herewith a sketch of the Blue Water creek, (in the Sioux language, "Mini-To-Wa-pa-la,") comprising the field of operation of the 3d instant. I have appended such notes as will, I hope, make it intelligible. The distances are all estimated and corrected by magnetic bearings. All parts of the scene are included except about the last six miles of the pursuit by the mounted force.

Blue Water is about twenty feet wide and two to three feet deep, flowing over a rocky or sandy bottom; the immediate banks are generally abrupt and three to four feet high, requiring care when approached on horseback. It will be seen the stream is tortuous, and about every mile strikes against steep bluffs as it winds from side to side through its valley. This valley is about half a mile wide, and contains several very miry sloughs. These things combined formed a serious obstacle to the pursuit.

I aided in bringing in the wounded women and children who were found near the place to which the Indians first fled. These had secreted themselves in holes in the rocks, in which armed savages also took shelter, and by firing on our men compelled them, in self-defence, to fire back, which caused the destruction of the women and children, whom the soldiers were unable to distinguish in the confusion and smoke. Near one of these holes two soldiers, five Indian men, seven women, and three children were killed and several wounded. Colin Campbell, the guide and interpreter, who accompanied me from Fort Pierre to Fort Kearny, rendered essential service in taking care of the wounded, beside acting as interpreter at the "talk." From him I obtained the numbers for the lodges (41 Brulés,

11 Ogalalas) given on the sketch. He says the number of prisoners taken is about seventy, of whom four are Ogalalas, of the family of Chan-ta-pe-tan-ya, being his squaw and three children. The Brulé chief, Little Thunder, was not killed. Campbell gained his information from the prisoners. None of them know the length of the Blue Water creek, but suppose it to be about fifteen miles, and to have its source in a lake of the Sand Hills.

I am, very respectfully, your obedient servant,

G. K. WARREN,
Lieutenant Topographical Engineers.

Major O. F. WINSHIP,
Assistant Adjutant General,
Headquarters Sioux Expedition.

NOTE.—The Indians were killed in places far apart, and in situations where the dead bodies could not easily be seen, so that it was almost impossible to make a correct estimate of the slain from observation after the fight. I passed very close to one body several times without discovering it till the fourth day after, when my attention was only attracted to it by a group of ravens.

APPENDIX D.

Meteorology.

The notes on the weather while travelling, from June 15 to November 16, 1855, are given by themselves. The thunder storms appeared to me entirely similar to those I have witnessed in the valley of the upper Mississippi and at West Point: they invariably came from the west, sometimes passing over and returning. Where they sweep over the unbroken prairie, the wind has great violence.

As a general thing, south winds were always followed by thunder showers from the west; sometimes this south wind, falling during the night and beginning in the morning, lasted three and four days before a thunder storm came. I was told by one of the traders of the American Fur Company, that some twelve years ago there was a snow storm in the month of May, when the trees were in leaf, that caused a fall of three feet of snow at *Chaine de Roche* creek, near the Great Bend. It lasted a day and night, and was accompanied by appalling thunder; a great many buffalo perished, and the Indians lost numbers of their horses.

Snow storms, in the region of Fort Pierre, are very uncertain, and come up very suddenly. Several persons have perished from these not far from the fort. Some winters, as that of 1854, 1855, there was no snow. In the spring of 1855 no rain fell, and this dry spell continued till about the 1st of August. Our pyschrometrical observations embrace the close of this period, as rain and snow fell plentifully the remainder of the season.

The climate is evidently not well adapted to agricultural pursuits; and the occasional severity of the winters would cause great suffering and loss to the flocks and herds of a pastoral population.

The observations at Fort Pierre were made mainly by Mr. J. Hudson Snowden, being relieved from 12 o'clock at night till 6 in the morning by Mr. Paul Carrey and myself. Our short stay, and numerous other and fatiguing duties during this sultry season, prevented the observations being extended over a longer period.

The psychrometer was made by James Green, of New York, and is the same as that adopted by the Smithsonian Institution. The observations made with it at Fort Pierre are in every way reliable, as the circumstances were favorable to securing the proper air temperature, the air having free circulation, and there being no sun's rays or reflecting bodies to influence the instruments; the wet bulb was kept constantly moist, by being encased with a thin linen rag dipping into a vial of water, and care was taken to keep the moisture in the proper quantity over the bulb.

The barometers used were James Green's syphons, Nos. 1013 and 1014. At the time of comparison his standard read 30.107, and the height of the barometric column given by syphon No. 1013 was 30.106, and by syphon No. 1014 was 30.116. These instruments remained in perfect condition till they were accidentally broken—No. 1013 near Fort Pierre, and No. 1014 near Fort Laramie.

Table I gives the observations, altitudes, and distances on the route from Fort Pierre to Fort Kearny; and *table II* from Fort Kearny to Fort Laramie. In *table III* the temperature of evaporation is given, as observed with the wet bulb thermometer, and the difference of this and the dry bulb thermometer similarly exposed, both Fahrenheit. From the readings of the wet bulb thermometer and these differences the elastic force of atmospheric aqueous vapor is deduced, and the per centage of the saturation existing at the time, both by aid of Regnault's tables. The elastic force of vapor, being the share of the barometric height made up by the vapor of the atmosphere, ranges here from .15 to .80 of an inch. In tables *IV and V*, the mean of this elastic force, for the several hours of successive days, is obtained. The last of these shows a small curve of force through the day, attaining its maximum at 2 p. m., and falling to its minimum at the colder hours.

The relative humidity, or per centage of saturation, is low, several times falling below thirty per cent., and only once or twice rising to saturation.

The *hourly barometric observations* at Fort Pierre, reduced to the freezing point, and expressed in inches, are arranged in *Tables VI and VII* to give the mean at similar hours for the days so observed.

Each barometer gives an approximate curve of the changes in the successive hours of the day and night in this way; but they are not fully observed, and the irregular variations are so great that the differences are not regular as derived from so short a period. The mean of the entire number of corrected observations made hourly is quite the same for each barometer, however, and the summary for the representation hours 7, 2, and 9, *Table VIII*, for twenty-three days, differs but little; this last is used in calculating the altitude.

From the hourly observations of the best barometer (No. 1014) corrections, *Table IX*, for each hour are derived, (interpolating for "lost" observations when the curve is not regular.) The measures

f corrections are large, but they are clearly within the determined ange shown to exist at Fort Pierre by these observations.

These corrections are applied in all the computations of altitude, as ell as correction for the non-periodic variation obtained by comparion with the barometric observations made by the United States medial department at Forts Snelling, Kearny, and Leavenworth.

It will be seen that I place the altitude (1,504) of Fort Pierre early the same as that given by Nicollet, Fort Kearny (360 feet) beow that given by Captain Stansbury, and Fort Laramie (269) below hat given by him. After careful examination of my own observaions, I am constrained thus to differ.

Mr. J. Hudson Snowden made nearly all the calculations, and deluced the results given in the tables, and Mr. Lorin Blodget assisted ne in the preparation and arrangement of this portion of the work.

NOTES ON THE WEATHER.

Saturday, June 15.—Left Fort Leavenworth; wind to-day south, 5.

June 16.—Wind south, 7; cumulus clouds thick in the north at sunset.

June 17.—Overcast; raining a little occasionally in the morning; wind light; clear and hot in the afternoon; in the evening cumulus clouds occupied the horizon from north around by west to south, and at 9 o'clock there were continual flashes of lightning; about 12 o'clock a most terrific storm of wind, rain, lightning, and thunder came upon us from the west, and lasted for an hour.

June 18.—Clear most of the day and warm; at dark another threatening storm appeared in the west, but did not reach us.

June 19.—Very warm.

June 20.—Very warm; at sunset another violent thunder shower came from the NW.; rained during the night.

June 21.—Clear and cool; wind light NW.; was able to see the North Star for the first time since the 15th.

June 22.—Clear and cool; thermometer at noon 74°; at midnight 61°.

June 23 and 24.—Fair.

June 25.—Near the mouth of the Vermilion river; wind SW., 7, during the day; thermometer at noon 87½°, wet bulb 72½; at sunset dark cumulus clouds came from the north, wind at the time blowing a gale from the south; at 9 p. m. barometer 28; attached thermometer 81°, detached 74°; raining heavy to the north, and a storm passing south of us moving to the SE., wind now NW., 7 or 8. The flashes of lightning from these clouds to the north and south, running up to the zenith in diverging lines, had a startling effect, and one could not look upon them without shrinking. There was but little thunder; the lightning was in vivid white streaks, sometimes rose and violet colored. Where we were but little rain fell, and we had a distinct view of this commotion of the elements around us.

June 26.—Clear and nearly calm.

June 27.—High south wind all day, and a violent storm again from the NW. in the night.

June 28.—Cloudy, rainy, and nearly calm most of the day.

June 29 and 30, and *July* 1, 2, 3, 4, 5, 6, and 7.—Weather cool, sometimes clouded, but no material rain; most of the time north wind.

July 9, 10, and 11.—Wind fresh from the south.

July 12.—Strong NE. wind, and light thunder showers from NW.

July 13.—At the Great Bend violent northwest wind storm, which blew the water out of the river in spray; but little rain or thunder.

July 14.—Wind strong south: (?)

July 15.—Wind light; at 2 p. m., thermometer in the shade 102°; in the sun 107°; wet bulb 69°, wind slight northwest; shower towards night, but the rain all evaporated again before reaching the earth.

July 16.—Clear and very warm.

The above observations were made on the steamboat. The observations on the weather from July 16, to August 9, will be found in the table with the observations of wet and dry bulb thermometers at Fort Pierre.

The following notes on the weather accompany the meteorological observations from Fort Pierre to Fort Kearny.

August 9, 6 *a. m.*—Clouds 3; 1½ p. m., cumulus 3; wind northwest 3; several thunder showers crossed the prairie in the afternoon, moving to the southeast; much thunder and rain during the night.

August 10, 6½ *a. m.*—Rain; clouds 9; calm, thermometer 66½°; wet bulb thermometer 64°; in the forenoon sun shone at intervals; 12 m. heavy thunder shower to the east, wind at the time northwest 6; at sunset calm; 9 p. m. clouds, raining slightly; wind northwest 5.

August 11.—During the day clouds varying from 7, 3 to 8; wind northwest; from 3 to 4, some slight sprinkling of rain; 5 p. m., thermometer 61°; wet bulb 52°.

August 12, 6¼ a. m., thermometer 56°; wet bulb 54°; clouds all day 7 to 8; wind northeast; 2 to 3, sprinkling of rain.

August 13.—Until 10 a. m., surrounded with fog and mist; wind southeast, 3; occasional sprinkling of rain; 11½ a. m., clouds, 10; no fog; 2½ p. m., clouds, 9; wind southeast, 3; upper clouds, wind northwest; 7 p. m., wind north, 5; high prairie covered with fog and mist.

August 15.—Clouds, 3 to 5; wind northwest, 3; 6½ p. m., clear and calm.

August 15, 7½ to 10 a. m., wind northwest, 5; clouds, 10; misty rain; temperature of Rapid river 70°; at midday, sun shone; 7 p. m., nimbus clouds, 8; rainy, wind northwest, 4; temperature 11½ p. m., 51°.

August 16, 5½ a. m., clouds; 9½, low and flying, wind northeast, 5; 7 p. m., clouds, 1; in horizon calm; continued so nearly all night.

August 17, 5½ a. m., clouds, 9; clear around the sun, wind northwest 2; cleared up as the day advanced; 6½ p. m., clouds, 2; upper wind west, lower wind east, 4.

August 18, 5½ a. m., clear, wind east, 4; wind soon changed to the south, 6; 7 p. m., clear; wind south, 6.

August 19, 4½ a. m., clouds, 5; cirrus, wind south, 4; all day it was south, 6; 7 p. m., nearly calm.

August 20, 5½ a. m., clouds, 4; thunder during the morning; rained a little during the day; 7 p. m., clouds, 9½ nimbus; wind north, 5.

August 21, 5¼ a. m., clouds, 9; wind northeast, 1; 7 p. m., clear, wind northeast, 1.

August 22, 5½ a. m., clear and calm.

Observations from Fort Kearny to Fort Laramie.

August 25, 6 a. m., foggy; wind southeast; day clear and warm.

August 26, 27 *and* 28.—Cloudy in the morning; clear and warm at noon, and in the evening.

August 29, 5½ a. m., clouds, 10; wind east, 1; day clear and warm.

August 30, 4½ a. m., clouds, 1; wind east, 6; 3 p. m., clouds, 2; wind southwest, 5.

August 31, 6 a. m., calm; clouds, 1, in the horizon to the north; no dew; clouds soon moved south with northeast wind, 5, and covered the whole sky; 4½ p. m., wind north, 4; clouds, 5; thermometer 81; wet bulb 71°; temperature of the Platte 73°; in the night there was a violent thunder storm, and a heavy fall of rain; a horse was killed by the lightning.

September 1, 5½ a. m., calm; clouds, 8; 3¼ p. m., clouds, 2; cumulus in the horizon; cirrus overhead; wind southeast, 1.

September 2, 6½ a. m., all mist and wind, northeast, 1; 6 p. m., cumulus, clouds, 2; wind southeast, 2.

September 3.—Cumulus; clouds filled the sky nearly all day, and showers were in several parts of the horizon with thunder; 9 p. m., commenced raining hard.

September 4 *and* 5—Warm.—*September* 6, heavy rain at 5 p. m.

September 7, 8 *and* 9.—Warm and fair.

September 10, 5½ a. m.—Cirrus; clouds, 5; calm; 2 p. m., clouds, 10; cumulus and nimbus; wind northwest, 6.

September 11, 6 a. m., clouds, 10; wind northeast, 7.

September 12, 5¾ a. m., clouds, 10; wind northeast, 1.

Observations from Fort Kearny to Fort Laramie.

September 13, 5½ a. m.—Clouds, 1; cirrus, calm, heavy dew; day clear and hot.

September 14, 6 a m.—Clouds, 2 in horizon; calm.

September 15, 6 a. m.—Clouds, 3 cirro stratus; calm; day very warm.

September 16.—Dense fog in the morning.

September 19, 8 a. m.—Clouds, 10,; wind southeast, 6; raining a little, and did so all night.

September 22, 5 p. m.—Thermometer 66°; clouds, 9½; wind west, 5.

Observations from Fort Laramie to Fort Pierre.

September 29.—Fair day; little rain after dark, with high r wind, 7.

September 30, 6 a. m.—Thermometer 44; no dew, wind northw

October 1.—Sunrise, thermometer 43°; day clouded.

October 2.—Thermometer at sunrise 32°.

October 3.—The day was quite warm, 4 inches snow fell in the r at the head of White river.

October 4.—Thermometer at sunrise, 29°; snow melted durin day, the ground being quite warm.

October 5.—Thermometer at sunrise, 23°; wind northwest 5, du the day.

October 6.—Sunrise, thermometer 29°; day fine.

October 7, 8, and 9.—Weather fine.

October 10.—Thermometer at sunrise, 54°.

October 11.—Thermometer at sunrise, 28°.

October 12, 13, and 14.—Fine cool weather.

October 15.—Thermometer at sunrise, 36°; cool all day.

October 16.—Fair.

October 17.—Very warm.

October 18.—High north wind all day.

October 19.—Very fine day.

October 20.—At Fort Pierre; commenced raining at daybr changed to driving sleet and snow, with strong northeast wind; and animals suffered severely.

October 21.—Storm of sleet continued, with occasional pauses; wind changed to nearly every point of the compass; everything cov with ice.

October 22.—Weather somewhat clear; thermometer about 23°

October 24.—Clear, wind south, 6.

October 25.—Clear and cold, wind northwest, 6.

October 26.—Wind northwest, 4.

Observations from Fort Pierre to Sioux City.

October 27.—Thermometer at sunrise 30°; day clear; wind north

October 28.—Thermometer at sunrise 42°.

October 29.—Thermometer at sunrise 31°; wind south, very h a short time in the morning.

October 30.—Sunrise, thermometer 26°.

October 31.—Sunrise, thermometer 26°.

November 1 and 2.—Fair days.

November 3.—Thermometer at sunrise 19°; day fine.

November 4.—Thermometer at sunrise 39°; misty; clouds cov the sky and betokened a storm; rained in the afternoon and night

vember 5.—At Turkey creek; thermometer at sunrise 43°; morn-
.oudy, clouds rising in the east; heavy fog banks in the northwest;
g northwest wind succeeded at 8 a m., enveloping us in fog, and
y in a bitter driving storm of sleet and snow, which it was almost
ssible to face; continued till 8 p. m.
vember 6.—Thermometer at sunrise 29°; day clear.
vember 7.—Thermometer at sunrise 28°; day clear.
vember 8.—Thermometer at sunrise 29°; day clear.
vember 9 and 10.—Fine.

Observations from Sioux City to Kanesville.

vember 11.—Snowed and rained all the afternoon.
vember 12.—High northwest wind, with snow squalls.
vember 13.—Fine day.
vember 14.—Cloudy; commenced raining about dark, and rained
ight.
vember 15.—Misty rain all day.
vember 16.—Cool and cloudy; snow fell in the night about 5
es in Kanesville, Iowa.

TABLE I.

Route from Fort Pierre to Fort Kearny.—Altitudes and distan

Station.	Date.	Time.	Place of observation.	Height of barometer 32° Fah.	Mean.	Air, temperature.	Altitude in feet.	Intermediate distance.
1	Aug. 8	9½ p. m.	Bad river (Little Missouri river).	28.447	.....	69.	.....	.....
1	9	6 a. m.	.....do.....do.	28.420	28.433	53.57	1477.5	4½
2	9	1½ p. m.	At a small water hole	27.656	27.660	92.	2325.0	22.75
3	9	9¼ p. m.	Medicine creek	27.769	.....	67.	.....	.....
3	10	6½ a. m.	.....do.	27.635	27.703	66½.67	2220.	6
4	10	9 p. m.	White river	28.052	.....	69.	.....	.....
4	11	5½ a. m.	.....do	28.148	.....	46.	.....	.....
4	11	1½ p. m.	.....do	28.251	.....	76.	.....	.....
4	11	5 p. m.	.....do	28.276	.....	61.	.....	.....
4	11	6½ p. m.	.....do	28.316	.....	59.	.....	.....
4	11	8 p. m.	.....do	28.439	.....	53.	.....	.....
4	12	5½ a. m.	.....do	28.426	.....	59.	.....	.....
4	12	6¼ a. m.	.....do	28.440	.....	56.	.....	.....
4	12	6.40 a. m.	.....do	28.452	28.332	56.59	1580.	19
5	12	7 a. m.	Bluffs of White river	28.247	28.226	58½.58½	1680.	.....
6	12	9¼ a. m.	On a hill, average of high prairie.	28.008	27.969	56 56	1944.	7
7	12	2 p. m.	On a high prairie	28.106	28.129	70.70	1900.	9
8	12	8 p. m.	Two-tail creek	28.128	.....	61.	.....	.....
8	13	5¾ a. m.	.....do	28.101	28.245	61.61	1760.	4
9	13	8¼ a. m	On a high prairie	27.895	27.865	63½.63½	2100.	12
10	13	11½ a. m.	On Dog's Ears creek	27.782	.....	71.	.....	.....
10	13	12½ p. m.	.....do	27.709	27.701	73.72	2230.	2½
11	13	2½ p. m.	On sand ridge (divide)	27.555	27.585	80.80	2370.	8
12	13	7 p. m.	Turtle Hill river	27.890	.....	68.	.....	.....
12	14	6 a. m.	.....do.	27.995	27.905	65.66½	1995.	6
13	14	6½ p. m	Rapid river	27.852	.....	78½	.....	.....
13	15	7½ a. m.	.....do.	27.875	27.818	69.74	2115.	24½
14	15	8½ a. m.	Bluffs on Rapid river	27.706	27.672	70.70	2255.	.....
15	15	7 p. m.	Camp on high prairie	27.439	.....	65½	.....	.....
15	16	5½ a. m.	.....do	27.667	27.567	51.58	2330.	7
16	16	7 p. m.	Sand hills (Les Buttes de Sable).	27.488	.....	56.	.....	.....
16	17	5½ a. m.	.....do.....do	27.599	27.558	51.54	2330.	27½
17	17	6½ p. m.	..... do	27.706	.....	64.	.....	.....
17	18	5½ a. m.	.....do	27.660	27.699	58.61	2355.	23
18	18	7 p. m.	Water hole on high prairie	27.478	.....	72.	.....	.....
18	19	4½ a. m.	.....do.....do	27.407	27.455	59.65	2570.	25
19	19	7 p. m.	Muddy creek	27.537	.....	77.	.....	.....
19	20	5½ a. m.	.....do	27.508	27.537	66.71	2392.9	26½
20	20	7 p. m.	Camp on prairie slough	27.825	.....	61½	.....	.....
20	21	5½ a. m.	.....do.....do	27.936	27.896	47½.54	2080.	19
21	21	7 p. m.	Camp on small creek	27.918	.....	61.	.....	.....
21	22	5½ a. m.	.....do	27.777	27.859	44½.53	2050.	17
			Platte river	.....	.....	.....	2075.	20
			Fort Kearny	.....	.....	.....	2060.	11

TABLE II.

Fort Kearny to Fort Laramie.

Date.	Time.	Place of observation.	Height of barometer 32° Fah.	Mean.	Air, temperature.	Altitude in feet.	Intermediate distance.	Distance from Ft. Kearny.
.....	.....	Fort Kearny, on Platte river.....	.....	.....	.....	2000.	.....	.....
Aug. 25	6 a. m.	Platte river	27.929	27.824	57½	2075.	11	.....
27	5½ a. m.	.....do.....	27.668	27.666	66.66	2335.	36½	47½
28	5½ a. m.	.....do.....	27.421	27.419	65.65	2500.1	17½	.....
28	7½ p. m.	.....do.....	27.073	.....	85½	.....	.....	.....
29	5½ a. m.	.....do.....	27.180	27.188	62.74	2750.	28½	88½
30	4½ a. m.	South fork of Platte river.....	27.047	27.047	67.67	2887.	18¾	107
30	7 p. m.	....do.....do.	26.739	.....	83.	.....	.....	.....
31	6 a. m.	.....do..... .....do.	26.784	26.814	64½.74	3100.	21	128
31	4½ p. m.	.....do.....do.	26.830	26.884	81.81	.....	.....	.....
Sept. 1	5 a. m.	.....do.....do.	26.851	26.851	60½.60½	3080.	15½	143½
1	3½ p m.	.....do.....do.	26.667	26.755	90½	.....	.....	.....
2	5½ a. m.	.....do.....do.	26.782	26.780	66½	3210.	21½	164¾
2	6 p. m.	North fork Platte river (Ash Hollow)	26.711	26.749	83½.83½	3325.	24½	189½
10	5½ a. m.	.....do.....do.	26.406	26.404	57.57	3460.	28½	212½
10	2 p. m.	.. ..do. .....do.	26.238	26.261	77½	.....	.....	.....
11	6 a. m.	....do.....do.	26.447	26.477	54½	3575.	18½	230¾
12	5¾ a. m.	.....do.....do.	26.402	26.397	46½.46½	3641.	18½	249½
13	5½ a. m.	.....do.....do.	26.202	26.202	41.41	3820.	25½	274¾
14	6 a. m.	.....do..... ....do.	26.080	26.078	43½	3950.	17½	292
15	6 a. m.	. ..do..... .do.	25.944	25.942	51.51	3985.	18	310
19	8 a. m.	...do.....do.	25.712	25.683	51½	4250.	25	385

NOTE.—These altitudes were calculated directly from these observations, and some of em modified for non-periodic variation by comparison with the barometric observations pt by the United States medical department at Forts Leavenworth, Snelling, and Kearny. e calculated results so corrected are for station 3, to which add 80 feet for station 5, from ich substract 50 feet. For station 7 subtract 50 feet; station 11 subtract 65 feet; sta- n 12 subtract 65 feet; stations 13 and 14, add 150 feet; station 15 add 30 feet, and you ve the results give in the column of altitudes.

TABLE III.—*Psychrometrical observations.*

Station.	Date.	Hour.	Air thermometer.	Wet bulb.	Difference.	Force of vapor.	Relative humidity.	Wind. Direction.	Wind. Force.	Extent of cloudy sky in tenths.	Weather and remarks.
	1855.										
Fort Pierre	July 17	12 m.	93½	75¼	18¼	.627	40	.....	.....	2	
Do	.....do.....	1 p. m.	94	74½	19½	.561	36	.....	.....	.....	
Do	.....do. ...	2 p. m.	93¼	74½	18¾	.602	34	S. 15 E ..	3	8	Cirrro stratus clouds.
Do	.....do.....	3 p. m.	93½	75½	18	.644	40	S. 62 E ..	2	8	Do.
Do	.....do.....	4 p. m.	95½	75	20½	.584	36	S. 18 W..	2	7	Cirrus.
Do	.....do.....	5 p. m.	97¼	77	20¼	.650	37	S. 20 W..	2	8	Cirro stratus.
Do	.....do. ...	6 p. m.	95½	75½	20	.608	36	S. 20 W..	2	10	Do.
Do	.....do.....	7 p. m.	94½	74½	20	.582	36	S. 20 W..	2	10	Do.
Do	.....do.....	8 p. m.	94¼	74	20¼	.267	34	S. 20 W..	2	10	Do.
Do	.....do.....	9 p. m.	90	72	18	.589	38	S. 20 W..	1	10	Do.
Do	... .do.....	10 p. m.	88½	75½	18	.708	52	S. 20 W..	6	10	Cumulus; sprinkling of rain.
Do	.....do.....	11 p. m.	75½	67½	8	.567	64	S. 20 W..	6	10	Do. do.
Do	July 18	7 a. m.	72	67½	4½	.614	78	NW.	6	9	
Do	.....do.....	8 a. m.	71½	64½	7	.511	67	N. 17 W.	4	10	Cirro stratus.
Do	.....do.....	9 a. m.	72¼	64¼	8	.496	63	N. 17 W.	4	10	Do.
Do	.....do.....	10 a. m.	73¼	64½	8½	.488	60	N. 17 W.	3	10	Do.
Do	.....do.....	11 a. m.	74¼	64½	9¾	.472	56	N. 17 W.	4	10	Do.
Do	.....do.....	12 m.	72¼	62½	9¾	.453	55	N. 17 W.	4	10	Do.
Do	.....do.....	1 p. m.	78	62½	10½	.427	49	N. 17 W.	4	10	Do.

Do	do	3 p. m.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Do	do	4 p. m.	71	60	11	.371	51	N. 17 W.	4	10	Do.
Do	do	5 p. m.	71	61	10	.402	53	North	4	10	Do.
Do	do	6 p. m.	70	60	10	.382	52	NW	3	10	Do.
Do	do	7 p. m.	69½	61	8½	.424	59	NW	2	10	Do.
Do	do	8 p. m.	68½	61	7½	.435	62	NW	2	10	Do.
Do	do	9 p. m.	68½	59½	9	.393	55	NW	2	10	Do.
Do	do	10 p. m.	68	60	8	.409	60	NW	2	10	Do.
Do	do	11 p. m.	67½	59	8½	.387	57	NW	3	10	Do.
Do	do	12 p. m.									Lost.
Do	July 19	1 a. m.	65½	59½	6	.431	68	NW	3	10	Cirro stratus.
Do	do	2 a. m.	63½	57½	6	.390	67	NW	3	10	Do.
Do	do	3 a. m.									Lost.
Do	do	4 a. m.	62	58	4	.422	75		0	8	Cirro stratus.
Do	do	5 a. m.	61	57	4	.418	77		0	8	Do.
Do	do	6 a. m.	60½	56	4½	.388	74	North	½	9	Do.
Do	do	7 a. m.	63½	57	6½	.340	65	North	½	10	Do.
Do	do	8 a. m.	64½	57	7½	.325	59	North	½	10	Do.
Do	do	9 a. m.	69	58½	9½	.350	49	North	1	9	Do.
Do	do	10 a. m.	70½	58	12½	.312	41	North	1	10	Do.
Do	do	11 a. m.	72½	59	13½	.320	41	N. 10 E.	2	10	Do.
Do	do	12 m.	74¼	59	15¼	.296	35	N. 10 E.	2	10	Do.
Do	do	1 p. m.	76	60½	15½	.322	36	N. 10 E.	1	10	Do.
Do	do	2 p. m.	72½	58	12½	.287	36	N. 10 E.	1	10	Do.
Do	do	3 p. m.	72	58½	13½	.309	39	N. 10 E.	1	10	Do.

TABLE III—Continued.

Station.	Date.	Hour.	Air thermometer.	Wet bulb.	Difference.	Force of vapor.	Relative humidity.	Wind. Direction.	Wind. Force.	Extent of cloudy sky in tenths.	Weather and remarks.
	1855.										
Fort Pierre	July 19	4 p. m.	71	58	13	.314	40	N. 10 E.	2	10	Cirro stratus.
Do	do	5 p. m.	69½	57	12½	.302	42	N. 10 E.	2	10	Do.
Do	do	6 p. m.	69	57	12	.304	42	N. 10 E.	2	10	Do.
Do	do	7 p. m.	68¼	58	10¼	.344	50	North	2	10	Do.
Do	do	8 p. m.	67¼	58	9¼	.356	53	N. 10 W.	2	10	Do.
Do	do	9 p. m.	65	58	7	.388	63	N. 10 W.	2	10	Do.
Do	do	10 p. m.	65	59	6	.421	68	N. 10 W.	2	10	
Do	do	11 p. m.	65	58½	6½	.404	65	Calm	0	3	Cirro stratus; misty.
Do	do	12 m.	63	57	6	.389	63	Calm	0	4	Cumulus; misty.
Do	July 20	1 a. m.	60	54	6	.339	66	Calm	0	2	Do.
Do	do	2 a. m.	55½	53½	2	.386	88	Calm	0	2	Cirro stratus.
Do	do	3 a. m.	58	53½	4½	.352	73	Calm	0	3	Do.
Do	do	4 a. m.	56	51½	4½	.323	72	Calm	0	6	Cirro stratus; misty.
Do	do	5 a. m.	54	51½	2½	.352	85	Calm	0	6	Do.
Do	do	6 a. m.	58	53	5	.330	69	NW	1	7	Do.
Do	do	7 a. m.	61½	56	5½	.375	69	NW	½	7	Do.
Do	do	8 a. m.	63	57¼	5¾	.392	63	Calm	0	7	Do.
Do	do	9 a. m.	67	58½	8½	.374	57	South	1	10	Fine cirri passing from southeast to northwest.
Do	do	10 a. m.	69½	59½	10	.370	51	South	1	9	Do. do.

Do	*do.*	*11 a. m.*	*71*	*59¼*	*11½*	*.846*	*46*	South	1	7	Do. *do.*
Do	do.	12 m.	73½	60	13½	.880	40	S. 10 E.	1	8	Do. do.
Do	do.	1 p. m.	74¼	62	12¼	.884	46	S. 10 E.	1	10	Detached masses of cirri passing from southeast to west.
Do	do.	2 p. m.	76	62	14	.854	41	S. 10 E.	1	9	Do. do.
Do	do.	3 p. m.	76	61	15	.858	44	S. 40 E.	1	6	From the south to the north a broad band of cirro stratus, and in the east and west detached masses of cirri.
Do	do.	4 p. m.	76	60½	15½	.825	36	S. 40 E.	1	6	Do. do.
Do	do.	5 p. m.	75	59	16	.820	35	S. 40 E.	1	5	Light cirro stratus, with masses passing from the southeast to the northwest.
Do	do.	6 p. m.	73¾	59	14¾	.808	36	S. 40 E.	1	3	Cirro stratus around the horizon, especially at the south; detached masses overhead.
Do	do.	7 p. m.	72	57½	10½	.877	36	S. 50 E.	2	2	Cirro stratus around the horizon and running out in points towards the zenith.
Do	do.	8 p. m.	69	58½	10½	.860	50	S. 50 E.	2	1	Light cirri overhead.
Do	do.	9 p. m.	66	57	9	.849	54	S. 50 E.	2	5	Long lines of cirri across the zenith.
Do	do.	10 p. m.	64	56	8	.842	58	S. 50 E.	2	5	Do.
Do	do.	11 p. m.	63	54	9	.292	52	S. 50 E.	2	3	Cirro stratus.
Do	do.	12 m.	62	54	8	.306	56	S. 50 E.	2	3	Do.
Do	July 21	1 a. m.	59	53½	5½	.814	59	S. 50 E.	2	3	Do.
Do	do.	2 a. m.	57½	54	3½	.862	78	S. 50 E.	1	1	Do.
Do	do.	3 a. m.	60½	56	4½	.854	73	Calm	0	1	Do.
Do	do.	4 a. m.	58¼	55	3¼	.868	80	SE	1	1½	Do.
Do	do.	5 a. m.	57½	55	2½	.864	84	S. 10 E.	1	1½	Do.
Do	do.	6 a. m.	63	57¼	5¾	.868	68	SE	1	1½	Do.
Do	do.	7 a. m.	64¼	58½	5¾	.412	69	SE	1	2	Cirrus clouds around the horizon; detached fragments passing from southeast to northwest.
Do	do.	8 a. m.	68½	60	8½	.400	58	SE	1	1	Do. do.
Do	do.	9 a. m.	71½	62	9½	.406	54	SE	2	½	Very light cirri moving to north; very high.
Do	do.	10 a. m.	74¾	61½	13¼	.866	43	SE	1	2	Cirro stratus in the southeast.
Do	do.	11 a. m.	76½	62	13½	.858	40	SE	1	0	
Do	do.	12 m.	78½	62½	16	.854	37	SE	1	1	Very light cirri passing from southeast to northwest.

TABLE III—Continued.

Station.	Date.	Hour.	Air thermometer.	Wet bulb.	Difference.	Force of vapor.	Relative humidity.	Wind. Direction.	Wind. Force.	Extent of cloudy sky in tenths.	Weather and remarks.
	1855.										
Fort Pierre	July 21	1 p. m.	79½	64½	15	.402	40	South	1	4	Very light cirri passing from southeast to northwest.
Do	do	2 p. m.	80½	64½	16	.382	38	South	1	7	Cirro stratus.
Do	do	3 p. m.	80	63½	16½	.362	35	South	1	7	Do.
Do	do	4 p. m.	79½	63	16½	.354	35	South	1	7	Do.
Do	do	5 p. m.	81½	63	17½	.330	31	South	1	7	Do.
Do	do	6 p. m.	79½	62½	17½	.340	34	S. 10 E	1	6	Cirro stratus around the horizon; detached fragments overhead; very high and white.
Do	do	7 p. m.	79½	62½	17	.340	34	S. 40 E	1	7	Light cumulus clouds floating from southeast to the north.
Do	do	8 p. m.	76¼	61½	14¾	.406	45	S. 40 E	2	4	Cirri passing from southeast to northwest; some in the south stationary.
Do	do	9 p. m.	74	61½	12½	.364	44	S. 40 E	3	4	Cumulus overhead; cirro stratus in the southeast and northwest.
Do	do	10 p. m.	72	61	11	.368	50	S. 40 E	4	4	Do. do.
Do	do	11 p. m.	71	61	10	.378	53	S. 40 E	4	4	Do. do.
Do	do	12 m.	Lost	.....	Lost	.....	.....	North	4	4	Cirro stratus and cumulus in south.
Do	July 22	1½ a. m.	68	61½	6½	.452	67	North	4	2	Misty and lightning in the horizon.
Do	do	2 a. m.	67	61½	5½	.468	72	North	3	½	Misty.
Do	do	3 a. m.	67½	61	6½	.448	68	North	2	1	Do.
Do	do	4 a. m.	65	61	4	.478	78	Calm	0	4	Cumulus.
Do	do	5 a. m.	64	58	6	.388	68	Calm	0	4	Do.
Do	do	6 a. m.	66	60	6	.416	70	Calm	0	4	Cirro stratus in the east; cumulus and a few cirri in the northwest.
Do	do	7 a. m.	66½	60½	6	.456	70	Calm	0	4	Do. do.

Do	do	8 a. m.	71	63	8	.460	62	Calm	0	2	Very light cirro stratus in the east.
Do	do	9 a. m.	74	64	10	.468	55	Calm	0	2	Do.
Do	do	10 a. m.	78½	67¼	11¼	.514	54	SE	½	6	Cirro stratus, with a few light cumulus clouds in the eastern horizon.
Do	do	11 a. m.	80½	67	13½	.482	46	SE	½	7	Do. do.
Do	do	12 m.	82¼	66½	15¾	.430	39	SE	½	7	Cirro stratus with a few cumulus clouds in the south.
Do	do	1 p. m.	84	66	18	.402	34	East	½	7	Do. do.
Do	do	2 p. m.	86½	66½	20	.374	30	East	1	5	Cirro stratus stretching from east to west.
Do	do	3 p. m.	86	64	22	.310	25	East	1	3	Cirrus in the east; cumulus in the southwest.
Do	do	4 p. m.	86	64	22	.310	25	East	1	3	Rain about twenty miles down the river.
Do	do	5 p. m.	86	66	20	.376	30	S. 40 E.	1	3	Cumulus in southwest; cirrus in the east.
Do	do	6 p. m.	83½	65½	18	.350	34	S. 20 E.	1	3	Do. do.
Do	do	7 p. m.	81	66	15	.422	41	S. 20 E.	1	3	Do. do.
Do	do	8 p. m.	77½	68	9½	.558	60	S. 20 E.	1	4	Do. do.
Do	do	9 p. m.	75	66½	8½	.526	61	S. 20 E.	1	3	Cirro stratus.
Do	do	10 p. m.	73¼	65½	7¾	.522	65	S. 20 E.	1	2	Do.
Do	do	11 p. m.	73	65	8	.516	64	S. 20 E.	1	1	Do.
Do	do	12 m.	73½	64½	9	.484	59	S. 20 E.	1	0	Clear.
Do	July 23	1 a. m.	66	62½	3½	.518	81	NNW	1	0	Do.
Do	do	2 a. m.	66½	63	3½	.584	81	NNW	1	0	Do.
Do	do	3 a. m.	65	62½	2½	.582	86	NNW	1	0	Do.
Do	do	4 a. m.	63¼	61½	1¾	.508	90	0	0	0	0.
Do	do	5 a. m.	61½	57½	4	420	77	0	0	½	Light cirri.
Do	do	6 a. m.	64¾	62	2¾	.510	85	0	0	0	0.
Do	do	7 a. m.	68½	64	4½	.546	78	0	0	0	
Do	do	8 a. m.	73	65½	7½	.522	64	South	½	0	
Do	do	9 a. m.	77½	69	8½	.590	62	South	½	0	

TABLE III—Continued.

Station.	Date.	Hour.	Air thermometer.	Wet bulb.	Difference.	Force of vapor.	Relative humidity.	Wind.		Extent of cloudy sky in tenths.	Weather and remarks.
								Direction.	Force.		
	1855.										
Fort Pierre	July 23	10 a. m.	82¼	67½	14¾	.496	47	South	½	0	
Do	do	11 a. m.	84½	67	17½	.406	35	South	1	0	
Do	do	12 m.	84½	67	17½	.406	35	South	1	0	
Do	do	1 p. m.	88	68	20	.418	32	South	1	0	
Do	do	2 p. m.	88½	69	19½	.444	34	South	1	¼	Cirrus.
Do	do	3 p. m.	89	68½	20½	.416	30	S. 45 E	2	½	Do.
Do	do	4 p. m.	88½	69½	19½	.432	31	S. 45 E	2	½	Cirrus in the east.
Do	do	5 p. m.	87½	68½	19	.428	33	S. 45 E	2	½	Do.
Do	do	6 p. m.	86	68½	17½	.446	36	S. 45 E	2	½	Do.
Do	do	7 p. m.	83	70	13	.552	50	S. 45 E	2	0	Perfectly clear.
Do	do	8 p. m.	80	68½	11½	.586	53	S. 45 E	2	0	Do.
Do	do	9 p. m.	78½	68	10½	.544	56	S. 45 E	1	0	
Do	do	10 p. m.	75½	67½	8	.566	65	S. 45 E	1	0	
Do	do	11 p. m.	73½	67½	6	.602	72	S. 45 E	1	0	
Do	do	12 m.	72	67½	5½	.624	78	North	1	0	
Do	July 24	1 a. m.	70½	67	3½	.614	82	North	1	0	
Do	do	2 a. m.	71	67	4	.610	81	North	1	0	
Do	do	3 a. m.	69	66¼	2¾	.606	86	0	0	½	Misty
Do	do	4 a. m.	68	66	2	.618	91	S. E.	½	1	Do.

Do	do	5 a. m.	71	67	4	.610	81	0	0	0	
Do	do	6 a. m.	74	69	5	.684	77	0	0	0	
Do	do	7 a. m.	77	68	9	.561	61	0	0	0	
Do	do	8 a. m.	82½	70½	12½	.582	54	0	0	0	
Do	do	9 a. m.	84½	69	15½	.496	48	S. 45 E..	1	1	Cumulus in the northeast; light cirri in the southeast.
Do	do	10 a. m.	86½	69	17½	.452	36	S. 45 E..	1	1	Do. do. do.
Do	do	11 a. m.	87½	69½	18	.484	37	S. 45 E..	1	1	Light cirri passing from the east to the west; some cumulus in the south.
Do	do	12 m.	89	69½	19½	.466	34	S. 45 E..	1	2	Do. do.
Do	do	1 p. m.	90½	68½	22	.430	28	S. 45 E..	1	2	Cirro stratus in the east; cumulus in the south.
Do	do	2 p. m.	91	69½	21½	.418	29	S. 45 E..	1	2	Cirro stratus; clouds in the south and west.
Do	do	3 p. m.	92	70	22	.432	29	S. 45 E..	1	2	Do. do.
Do	do	4 p. m.	91½	70	21½	.436	30	S. 45 E..	1	2	Do. do.
Do	do	5 p. m.	91	70	21	.452	30	S. 45 E..	1	1	Cumulus and cirro stratus; light cirri passing to the west.
Do	do	6 p. m.	88½	70	18½	.492	36	S. 45 E..	2	1	Do. do.
Do	do	7 p. m.	86	70	16	.522	42	S. 45 E..	2	0	
Do	do	8 p. m.	82½	70½	12½	.582	58	S. 45 E..	3	0	
Do	do	9 p. m.	81	69	12	.546	54	S. 45 E..	3	0	
Do	do	10 p. m.	79	68	11	.544	55	S. 45 E..	3	2	Light cumulus in the northeast, and cirrus passing from southeast to the west.
Do	July 25	7 a. m.	75	69	6	.624	74	S. 45 E..	2	8	Cirro stratus.
Do	do	2 p. m.	92	73	19	.492	36	S. 45 E..	3	10	Cumulus passing to the west.
Do	do	9 p. m.	75	64½	10½	.464	54	S. 45 E..	7	10	Rain commenced 4½ o'clock, ended 7, about 15 miles to southeast rained hard with large hail stones; quantity 0.05.
Do	July 26	7 a. m.	71½	66½	5	.582	75	S. 45 E..	2	1	Cirro stratus very light.
Do	do	2 p. m.	89	73	16	.590	43	South ...	1	2	Do
Do	do	9 p. m.	80½	72	8½	.656	64	S. 45 E..	1	3	Cirri in the southest; cirro stratus in northwest.
Do	July 27	7 a. m.	72	65	7	.492	67	N. 46 E..	4	½	Light cirri passing from northeast to southwest.
Do	do	2 p. m.	88	70	18	.562	50	NNE.....	3	10	Cirro stratus.

TABLE III—Continued.

Station.	Date.	Hour.	Air thermometer.	Wet bulb.	Difference.	Force of vapor.	Relative humidity.	Wind.		Extent of cloudy sky in tenths.	Weather and remarks.
								Direction.	Force.		
	1855.										
Fort Pierre	July 27	9 p. m.	67½	60½	7	.432	65	N. 45 E.	1	7	Cirro stratus; cumulus clouds about sunset.
Do	July 28	7 a. m.	65	60	5	.448	72	N. 20 W.	1	0	
Do	.....do.....	2 p. m.	74	63	11	.428	52	SE	2	8	Cirro stratus moving from west to east; high.
Do	.....do.....	9 p. m.	71	61	10	.398	58	ENE.	4	10	Cirro stratus and cumulus.
Do	July 29	7 a. m.	65	58½	6½	.400	66	ENE.	4	1	Cirri.
Do	....do.....	2 p. m.	80½	62	14½	.305	29	S. 30 W.	1	4	Cirrus and cumulus.
Do	.....do.....	9 p. m.	72	63	9	.454	58	SE	1	0	
Do	July 30	7 a. m.	67	64	3	.552	84	S. 10 E.	4	10	Nimbus; rained in the night; quantity 0.23.
Do	.....do.....	2 p. m.	79	70	9	.606	62	South	6	3	Cirrus.
Do	.....do.....	9 p. m.	74	68	6	.604	72	ENE.	2	0	No clouds.
Do	July 31	7 a. m.	68	65	3	.576	84	South	2	10	Cirro stratus.
Do	.....do.....	2 p. m.	84	74	10	.712	63	S. 15 E.	2	8	Cirrus.
Do	.....do.....	9 p. m.	81	73½	7½	.716	68	North	4	10	Cirro stratus.
Do	August 1	7 a. m.	71	67	4	.610	81	North	5	10	Do.
Do	.....do.....	2 p. m.	93	76	17	.664	43	NE	5	10	Do.
Do	.....do.....	9 p. m.	71½	67	4½	.600	78	South	3	4	Cumulus.
Do	August 2	7 a. m.	70	66½	3½	.594	82	NE.	3	10	Cirro stratus.
											Do.

Do	August 3	7 a. m.	78	68	5	.616	76	NW.	4	1	Cirrus.
Do	do	2 p. m.	78½	64	8½	.464	58	NE.	3	4	Cirro stratus.
Do	do	9 p. m.	68	61½	6½	.458	67	Calm		1	Cirrus.
Do	August 4	7 a. m.	66	65	1	.584	94	NE.	4	9	Cirro stratus.
Do	do	2 p. m.	78	73	5	.748	78	NE.	4	2	Cumulus.
Do	do	9 p. m.	72½	69	3½	.660	82	NE.	3	9	Do.
Do	August 5	7 a. m.	67	67	0	.664	100	SE.	2	10	Cumulus; dense fog.
Do	do	2 p. m.	79	74½	4½	.784	80	SE.	3	6	Do. do.
Do	do	9 p. m.	73	70	3	.688	86	0	0	1	Cirrus.
Do	August 6	7 a. m.	70½	67½	3½	.628	85	SE.	2	1	Cumulus in the south.
Do	do	2 p. m.	85½	74	11½	.690	56	SE.	1	2	Cirrus.
Do	do	9 p. m.	80½	73	7½	.732	68	SE.	3	7	Cumulus.
Do	August 7	7 a. m.	73	70	3	.688	86	SW.	3	10	Nimbus; rain; quantity 1 in. 7.10.
Do	do.	2 p. m.	81	72	9	.668	63	SW.	2	0	
Do	do	9 p. m.	71	63	8	.472	62	SW.	4	0	
Do	August 8	7 a. m.	71	67	4	.610	80	East	1	0	
Do	do	2 p. m.	79	68	11	.538	55	East	1	2	Cirrus.
Do	do	9 p. m.	72	66	6	.550	72	East	1	3	Do.

TABLE IV.—*Elastic force of vapor in the atmosphere, in inches of the barometer.*

Station.	Date.	Hours, A. M.												Hours, P. M.											
		1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.
	1855.																								
Fort Pierre	July 17	....	....	...	....	....	....	....	....	....	....	....	.627	.561	.602	.644	.584	.650	.608	.582	.567	.589	.708	.567	.614
do.....	July 18	....	....	....	....	....	....	.614	.511	.496	.488	.472	.433	.421	.382	.407	.371	.402	.382	.424	.435	.393	.409	.387	....
do.....	July 19	.431	.390	....	.422	.413	.388	.340	.325	.350	.312	.320	.296	.322	.287	.309	.314	.302	.304	.344	.356	.388	.421	.404	.389
do.....	July 20	.339	.386	.352	.323	.352	.330	.375	.392	.374	.370	.346	.330	.384	.354	.358	.325	.320	.303	.377	.360	.349	.342	.292	.306
do	July 21	.314	.362	.354	.368	.364	.368	.412	.400	.406	.366	.358	.354	.402	.382	.363	.354	.330	.340	.340	.406	.364	.368	.378	....
do.....	July 22	.452	.463	.448	.478	.388	.416	.450	.460	.468	.514	.482	.430	.402	.374	.310	.310	.376	.380	.422	.558	.526	.522	.516	.484
do.....	July 23	.518	.584	.582	.508	.420	.510	.546	.522	.590	.490	.406	.406	.418	.444	.416	.432	.428	.446	.552	.586	.544	.566	.602	.624
do.....	July 24	.614	.610	.606	.618	.610	.634	.561	.584	.496	.452	.484	.466	.430	.418	.432	.436	.452	.492	.522	.582	.546	.544	....	....
Mean	.....	.445	.458	.458	.455	.425	.441	.472	.456	.454	.428	.410	.418	.405	.405	.405	.391	.407	.407	·445	.475	.456	.485	.450	.483

Mean of all, .439 inches.

TABLE V.

Elastic force of vapor in inches.

	7 a. m.	2 p. m.	9 p. m.	Mean.
855.				
17	....	.602	.539	.570
18	.614	.382	.393	.463
19	.340	.287	.388	.338
20	.375	.354	.349	.359
21	.412	.382	.364	.386
22	.456	.374	.526	.452
23	.546	.444	.544	.511
24	.561	.418	.546	.508
25	.624	.492	.464	.526
26	.582	.590	.656	.609
27	.493	.562	.432	.495
28	.448	.428	.398	.425
29	.400	.305	.454	.386
30	.552	.606	.604	.582
31	.576	.712	.716	.668
gust 1	.610	.664	.600	.625
2	.594	.672	.660	.642
3	.616	.464	.458	.513
4	.584	.748	.660	.664
5	.664	.784	.668	.712
6	.628	.680	.732	.680
7	.688	.668	.472	.609
8	.610	.538	.550	.566
Mean	.544	.563	.530	.546

TABLE VI.—*Barometer No.* 1014, *corrected for temperature.*

Date.	Barometer observations, A. M.												Barometer observations, P. M.											
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.
1855.																								
July 17	.....	....	....	....	....	....	....	....	....	....	....	28.361	.335	.322	.354	.160	.224	.210	.257	.258	.258	.212	.275	....
18	.....	....	....	....	....	....	3.57	.330	.412	.466	.507	.512	.521	.532	.538	.553	.523	.560	.560	.591	.578	.590	.599	....
19	28.625	.534	....	.657	.657	.658	.672	.703	.692	.690	.692	.679	.680	.660	.668	.660	.666	.676	.688	.690	.708	.698	.698	.702
20	28.713	.695	.698	.699	.697	.716	.716	.718	.718	.750	.718	.699	.682	.659	.629	.615	.622	.607	.592	.592	.608	.614	.613	.614
21	28.616	.608	.598	.594	.599	.600	.579	.558	.538	.535	.531	.496	.488	.489	.485	.424	.400	.484	.482	.368	.386	.369	.408	....
22	.....	....	.425	.431	.431	.458	.440	.452	.457	.446	.441	.415	.428	.424	.491	.413	.410	.411	.412	.421	.428	.433	.432	.488
23	28.486	.482	.486	.480	.472	.532	.486	.506	.502	.494	.501	.494	.469	.468	.457	.443	.423	.421	.406	.472	.355	.416	.369	.430
24	28.432	.421	.395	.402	.386	.398	.394	.360	.324	.344	.318	.308	.305	.279	.263	.232	.231	.209	.214	.216	.219	.246	....	....
Means	28.574	.547	.520	.544	.540	.564	.520	.525	.520	.546	.529	.499	.488	.479	.473	.425	.438	.447	.459	.448	.442	.448	.484	.532

Mean of all 28.486 inches.

Date.	Barometer observations, A. M.												Barometer observations, P. M.											
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.
1855.																								
July 17....	....	....	....	....	.....	.....	.....	.....	....	....	....	28.349	.475	.318	.246	.318	.244	.259	.269	....	.240	.210	....	....
18....	....	....	....	....	.....	.....	.....	28.290	.300	.426	.423	.450	.438	.448	.431	.435	.492	.492	.672	.509	.582	....	....	....
19....	....	....	....	....	28.662	.662	.674	.681	.688	.686	.689	.687	.652	.660	.666	.687	.772	.677	.664	.658	.662	.670	....	....
20....	....	....	....	....	28.712	.626	.716	.725	.708	.709	.717	.709	.687	.690	.650	.661	.614	.608	.616	.594	.603	.659	.648	.684
21....	....	....	....	....	28.631	.570	.575	.569	.547	.540	.534	.504	.471	.481	.477	.438	.419	.395	.399	.401	.400	.416	.412	....
22....	....	....	....	....	.....	28.442	.432	.445	.436	.447	.440	.427	.447	.430	.370	.420	.398	.397	.397	.404	.405	.428	.424	.436
23....	....	....	....	....	.....	.....	28.439	.490	.477	.477	.468	.427	.416	.418	.416	.408	.405	.397	.379	.409	.391	.399	.381	...
24 ...	....	....	....	....	.....	28.369	.368	.340	.339	.346	.321	.311	.290	.266	.261	.235	.247	.203	.183	.216	.211	.218	....	...
Means.....	....	....	....	....	28.668	.534	.534	.506	.499	.519	.512	.483	.484	.457	.439	.449	.449	.438	.447	.457	.418	.428	.465	.585

TABLE VIII.

Reduced barometric readings, from which the altitude of Fort Pierre is computed.

Barometer No. 1014.	7 a. m.	2 p. m.	9 p. m.	Mean.
1855.				
July 17	.....	28.322	28.258	.....
18	28.357	.532	.578	28.489
19	.672	.660	.708	.680
20	.716	.659	.603	.659
21	.579	.489	.386	.485
22	.440	.424	.428	.431
23	.486	.468	.355	.436
24	.394	.279	.219	.297
25	.214	.184	.161	.186
26	.199	.249	.267	.238
27	.281	.313	.350	.315
28	.462	.461	.529	.484
29	.554	.545	.526	.542
30	.437	.483	.391	.437
31	.364	.347	.352	.354
August 1	.415	.284	.289	.329
2	.342	.441	.453	.418
3	.635	.633	.696	.655
4	.637	.616	.592	.615
5	.568	.524	.485	.526
6	.490	.436	.322	.416
7	.310	.285	.309	.303
8	.413	.504	.....	.....
Mean	28.453	.438	.416	28.436

Corresponding mean air temperature 77°.

TABLE IX.

Daily curve of pressure and the corrections to be applied to the readings at the several hours.

5 a. m.	28.485	+.000
6 a. m.	.495	+.005
7 a. m.	.505	+.019
8 a. m.	.515	+.029
9 a. m.	.525	+.039
10 a. m.	.540	+.054
11 a. m.	.550	+.044
12 m.	.500	+.014
1 p. m.	.488	+.002
2 p. m.	.465	—.023
3 p. m.	.450	—.038
4 p. m.	.430	—.058
5 p. m.	.438	—.050
6 p. m.	.447	—.038
7 p. m.	.455	—.031
8 p. m.	.465	—.021
9 p. m.	.475	—.013
10 p. m.	.488	+.003
Mean	28.485	.....

NOTE.—The corrections to be applied with contrary sign.

APPENDIX E.

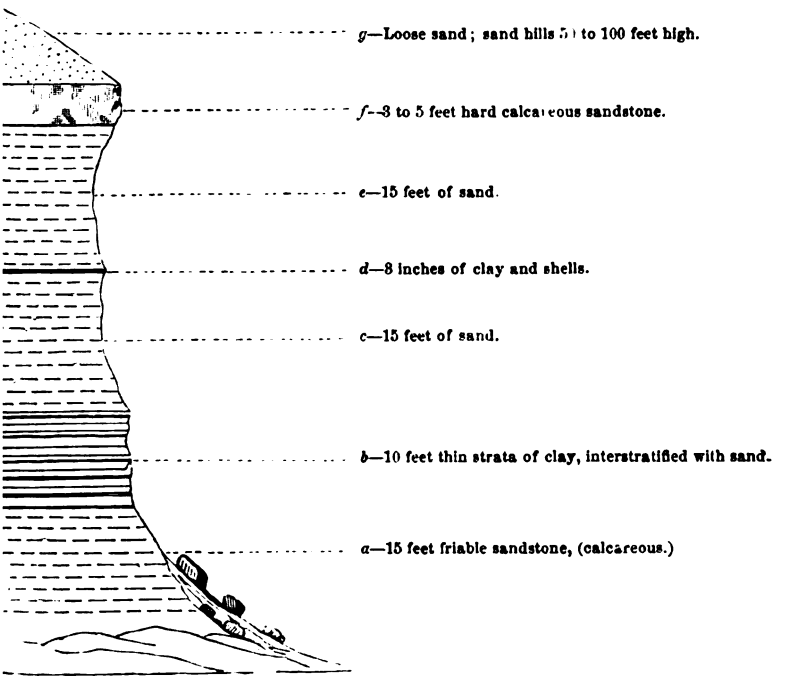
LOGICAL NOTE ON SECTION IN RAVINE OF L'EAU QUI COURT RIVER, BY 'M. P. BLAKE.—GEOLOGICAL NOTES, &C., ON NEBRASKA, BY DR. . V. HAYDEN.

:rvations on the Geological specimens collected by Lieutenant G. K. 'arren from the bluffs of a ravine in the Mauvaises Terres. By 'illiam P. Blake.

WASHINGTON, D. C., *March* 15, 1856.

EAR SIR: The collection of rocks which you made from the bluffs ravine five or six miles distant from the stream known as *l'Eau 'ourt* is interesting and important, although, from the circumstances :r which you were placed, the specimens are not large or numerous. ir value, however, consists in the fact that they represent the :acter of the strata in their order of superposition, and permit a onal representation to be made, which, from your descriptions and rvations, I judge will present very nearly the nature of the strata ı wide area in that region. Until this time we have been without ite of specimens from these strata, and without any very definite wledge of their mineral characters.

rom these specimens and your explanations I have constructed the exed sectional view of the face of the bluff:



'he thickness thus represented is about sixty feet, and consists, as ' be seen, of light colored friable sandstones; sand loosely coherent

and of marly clays. No coarse sandstones or beds of conglomerate are presented; and the series would thus appear to have been deposited in comparatively quiet water without violent currents. I now present a brief description of the specimens collected from the strata as they succeed each other upwards from the base of the bluff.

a. From the base, a thickness of 15 *feet exposed to view.*

This specimen is partly in powder and is very friable. Its color is white, and when examined with a microscope is seen to consist principally of grains of white and translucent or transparent quartz, very much rounded and worn, as if by long attrition. They are surrounded and cemented together by an opaque white mass which shows fibrous crystalizations and resembles a soluble salt which has effloresced by exposure to the air. This, however, is not removed by boiling water, but dissolves rapidly in clorhydric acid with effervescence, and the solution gives a white precipitate with carbonate of ammonia. The white substance, therefore, is probably carbonate of lime.

b. 2. *Specimen from the bottom.*

The specimen has a light ash color, and consists, in great part. of alumina, [clay.] According to the label it forms thin strata only a few inches thick, alternating with layers of sand, forming a combined thickness of about ten feet. When treated with acid it effervesces, and the separation of the particles shows the presence of very small silicious grains, rounded like those in the preceeding specimen. The mass also contains a considerable portion of oxide of iron, and it may be called an arenaceous marl.

c. 3. *Stratum from bottom.*

Loose sand; no specimen obtained; thickness about 15 feet.

d. 4. *Stratum from base.*

This is an ash colored powder, consisting in great part of clay: silicious grains are also present, and are coarser than those seen in the specimen from *b*. The lable with this states that the larger is of very variable thickness, and so soft that it was not possible to obtain a coherent lump. I have represented it in the section as three inches in thickness, which you inform me is its probable average.

I find in this powder several minute but beautiful shells and fragments of larger ones. The shells prove on inspection to belong to two genera, Helix and Planorbis. The first is a land shell, and the second, or the Planorbis, inhabits fresh water ponds or lakes. The fresh water origin of these strata is thus indicated; the largest of the shells is less than one-eighth of an inch in diameter, but the form and markings are perfectly preserved; the color is white, and they are filled with portions of the fine white clay in which they were imbeded. It is most probable that these shells do not correspond to any described

species, but there has not been sufficient time to make the necessary comparisons. Dr. Charles Girard, to whom I have exhibited them, coincides with me in the opinion that they are new, and we propose for them provisonally the names *Helix socialis*, and *Planerbis antiqua*.

e. 5. *Stratum from bottom.*

Land 10 to 15 feet thick; not represented in the collection.

f. 6. *Stratum from bottom.*

This specimen is a compact white or grayish-white calcareous sandstone. The silicious grains are very uniform in size; quite small and much rounded. They are nearly all of translucent or transparent quartz, and are cemented by carbonate of lime, which is present in such quantity that the prints or beds of the rounded grains are left when they are removed by friction. This sandstone bears a close resemblance to some specimens from the Llano Estacado, brought in by Captain Pope, from the line of exploration near the 32d parallel. It is the hardest specimen of the series, and probably acts as a sort of roof or protection to the underlying strata, projecting beyond them, like the eaves of a house, and preventing their rapid degradation by the weather. You inform me that this is the case, and that its thickness is about five feet.

g. Upper layer of sand.

I judge from your description that this upper layer of sand, which varies from 50 to 100 feet in thickness, is an accumulation of drift sand or dunes, which was not laid down under water in the position which it now occupies. The rounded sloping surface which it presents towards the edge of the bluff, shows its loose condition, and is additional evidence of its drifted character. Under a glass, the sand resembles the drifted sand from the Colorado desert, but it is not so coarse, nor does it present such a variety of colored grains of agate and hard volcanic rocks. The grains are remarkably even in size, and are very clean and free from dust. When treated with acid there is no effervescence, and in this respect it differs from the sand of the desert, and from that of the sand hills on the Llano Estacado.

The specimens from this section of the bluff are accompanied by two others, one from an outcrop "near the summit of a ridge in the vicinity of Dog's Ear butte," and another from the surface of the Sand Hills [*Les buttes de Sable*,] showing the nature of the soil. The first mentioned specimen is a calcareous sandstone, almost identical in its appearance and mineral characters with the sandstone of the upper stratum of the bluff, [*f* in the section.] One of the fragments, however, is more highly charged with carbonate of lime, which in some places appears in layers or seams, as if it had been infiltrated.

I suppose that it would be desirable to subject the "soil" to analysis, but on examining it, I concluded that its composition was sufficiently revealed by the aid of the eye alone. It is almost entirely *sand*, and

portion of the Black Hills, and flows through the remarkable mammalian cemetery or tertiary basin, draining an area of two hundred and fifty miles in length and fifty in breadth, empties into the Missouri in latitude 43° 41′. It has been partially explored.

4. The Teton, or Bad river of the Sioux, an inferior sub-system, rises in the eastern portion of the Bad Lands, drains an area of one hundred miles in length and thirty in breadth, flows through the sterile clays of the cretaceous formation, and empties into the Missouri four miles below Fort Pierre, near latitude 44° 23′ 28″.

5. The sub-system of the Shyenne, a river of considerable size, takes its rise in the western portion of the Black Hills, the left fork of which passes through the northern portion of the same spur and empties into the Missouri near latitude 44½°. This river drains an area of about three hundred and fifty miles in length and sixty to eighty in breadth, and flows for the most part through the sterile clays of the cretaceous formation. It has been partially explored.

6. Passing over the Moreau, Grand, and Cannon Ball rivers, which take their rise in the prairie near the eastern base of the Black Hills, and are less important streams, we come to the sub-systems of the Little Missouri, which rises in the eastern portion of the Black Hills, flows through the great Lignite Tertiary basin, draining an area of about two hundred and fifty miles in length and fifty in breadth, and empties into the Missouri near latitude 47½°. As yet it is very little known.

In latitude 48°, the Missouri bifurcates the right fork or Yellowstone, draining an immense region, to the south and west, of which very little is known; and the left fork of the Missouri, draining the country further west and north near the base of the mountains. The left fork of the Missouri contains a less volume of water and has a far less rapid current than the Yellowstone.

On the left side I will only mention the two sub-systems of the James and Big Sioux rivers, which have been quite thoroughly explored by Nicollet and others, and drain a much more fertile region than those before mentioned.

The above gives a brief geographical outline of the basin drained by the Missouri system of waters.

Geologically the Missouri country, from the mouth of the Platte to the Rocky mountains, may be characterized by three principal divisions, representing three geological systems.

1. The Carboniferous system, the upper members of which are very well developed at the mouth of the Platte, and extend to a point about thirty miles above Bellevue, Nebraska. Here the limestone strata dip beneath the bed of the river and are succeeded by a bed of yellowish sandstone, the exact age of which is not known, but probably belongs to the Cretaceous system.

2. The Cretaceous system, which is positively known to exist at the mouth of Big Sioux, and is the basis formation thence to the mountains, supporting the Tertiary, or 3d system, which covers a very large area, and may be separated into three principal basins.

1. The Tertiary basin of White river, which, with its outlines, ex-

soft maple, several species of oak, coffee bean, hackberry, basswood, mulberry, &c. The principal under shrubs are cherry, prickly ash, sumach, &c. The cottonwood is found everywhere on the bottoms, and often covers the island to the exclusion of other trees. At Floyd's Bluff the well known and useful bullberry shrub first makes it appearance, and continues from thence to the sources of the Missouri. About thirty miles above Council Bluffs the last Sycamore [*Platanus Occidentalis*] is seen in ascending the river, and from its size marks conspicuously the limits of its growth.

Extending along the river, through the States of Missouri and Iowa, is a prominent series of hills, to which Professor Swallow, of Missouri, has applied the geological term of the "Bluff formation." They are composed of a yellow siliceous marl of considerable fertility, and their deposition is comparatively recent, and is indicated by the fact that numerous land and fresh water shells are found in them, specifically identical with those existing in the same region at the present time. These hills are by far the most finely developed on the left side of the Missouri between Council Bluffs and Floyd's Bluff, and seem to enclose the vast bottom prairie as with a gigantic wall. Many of the hills rise to a height of 150 to 200 feet, and so steep are their sides that vegetation can scarcely sustain itself. An excellent farmer on the Little Sioux has commenced the culture of the vine among these hills, and is confident of success. This formation extends beyond the Big Sioux, though not so prominent to the mouth of Running Water, where it gradually dies out, though traces of it are seen throughout the Upper Missouri country, and may be distinguished readily by producing a richer growth of vegetation.

At the mouth of the Big Sioux is an extensive tract of fine timber, and many anxious eyes are fixed on it ready to seize it, as soon as the Indian claim is extinguished. There are many islands in the river of considerable extent, which must eventually be of much interest to the settlers. They are usually covered with a dense growth of cottonwood, which, in the absence of other kinds of timber, will be of considerable value. The great deficiency of fuel in this country, and the total absence of coal, will render the preservation of the existing forest trees of much importance. Dorion's Hills, on the left side, and the mouth of the Running Water on the right side of the Missouri, near latitude 48°, may be considered the limit of really fertile land in ascending the river. Here several specimens of the forest trees cease to appear, as the black walnut, butternut, red elm, hackberry, soft maple, and some under shrubs, and from thence to the mountains we find along the Missouri, and skirting the tributaries, American elm, ash, box-elder, occasionally a few oaks, and the cottonwood is seldom absent in the bottoms. In many places the red cedar is seen, and in the vicinity of the mountains the highest hills are covered with pines. Along the streams a few shrubs appear, as the *Cornus Sericea*, red willow, the inner bark of which is much used by the Sioux for their *kinnie kinnic*, (*Cornus Stolnifera*,) several species of Salix, one of which grows to a large size, sometimes two feet in diameter ; mulberry quite rare, prickly ash, &c.

Dorion's Hills, so called from a Canadian who formerly had a trading

post at that place, are a beautiful series of bluffs approaching the river, and filled with finely wooded ravines and springs of water. From this point the soil of the country begins to look less favorable for agricultural purposes, composed mostly of clays of the Cretaceous system, and highly impregnated with saline substances, which seem to be prejudicial to all kinds of vegetation except chenopodiaceous, which in these clays obtain their rankest growth. The timber becomes very diminutive, forming only a thin belt along the river. Besides a deficiency of forest trees, there is a great want of water, and in the dry season of autumn and winter, in all the small tributaries of the Missouri, the water is either entirely absent, or so impregnated with saline matter as to be unfit for use.

About one hundred and fifty miles below Fort Pierre, the black clay bed of the Cretaceous system commences covering the whole country as with a pall, so dark and gloomy is the aspect. This bed extends along the Missouri to the mouth of Cannon Ball river, and over the region drained by the sub-systems of the Teton, Shyenne, Moreau, and a portion of Grand rivers. Wherever it prevails, the soil, if there be any, is exceedingly sterile, producing very scanty vegetation, and sometimes considerable areas present a bare, blackened appearance, without trace of tree or shrub. In the vicinity of the Great Bend below Fort Pierre, these "arid argillaceous hills" are extremely sterile, being much denuded, and presenting a burnt and blackened appearance, so that they have earned for themselves the appellation of "*Cotes Brulés*" by the Canadian voyageurs. These hills are covered with fragments of selenitic crystals, or gypsum, which glisten in the sun's rays like gems, and from this fact are sometimes called the "Shining Hills." Above the mouth of the Cannon Ball river, the sands and clays of the Tertiary system commence, and the general appearance of the country is much improved; the upland is covered with a fine growth of grass, and more timber is seen along the stream.

About fifty miles below White river, is the first cedar island, a favorite wooding place for steamboats in their ascent of the river. This island is one of three which are destined to be of much interest to the settlers along the Missouri. They have an area of several hundred acres, and are covered with a dense growth, so crowded that the largest trees are not more than two feet in diameter. A large quantity of fine timber might be selected from these islands with advantage to the remainder. They are also the resort of myriads of birds and larger animals, which gather to these places to rear their young undisturbed.

The country in the vicinity of Fort Pierre, and north towards the Black Hills, though mostly sterile or entirely barren, contains some plateaus that are covered with a fine growth of grass. The region through which the main body of the Shyenne passes is sterile in the extreme. It is cut up by temporary streams into ravines and gullies to a frightful extent, and barren black hills, sometimes producing a few stunted cedars, meet the eye on every side. Between the two forks of the Shyenne, and in the vicinity of Bear Butte, a portion of the Black Hills, is quite a large area, which seems to have been levelled by de-

nudation, and greets the eye of the traveller with joy, who has for some time previously seen nothing but the sterile country before mentioned. The streams which flow into the Shyenne at this point have their origin in perpetual springs in the Black Hills, and contain an abundance of fish, and swarms of beaver live along their banks. They are skirted with excellent timber of ash, oak, elm, and box-elder, and the level plains are covered with a fine carpet of grass which, in spring and early summer, is enamelled with myriads of flowers of the richest hues. On the 9th of March, 1855, I ascended Bear Butte, and on the south side, six hundred feet above the level prairie, I found a beautiful plant, (*Anemone Patens*,) just putting forth its blossom. The Indians call it the navel flower, for they say that when it blooms young spring is born. At that time the grass was springing up quite green, and herds of antelopes were quietly reposing upon the sunny sides of streams, like flocks of sheep. This is a portion of the country similar to White river valley, well adapted for grazing purposes, and capable of sustaining a tolerably dense population. The Black Hills which appear in the distance, and derive their name from their dark and gloomy appearance, contain an inexhaustible quantity of the finest timber, mostly pine, which will doubtless remain undisturbed for many years to come. I will, however, propose a plan for obtaining this timber, and render it useful to future settlers, though I do it with some hesitation, lest it may seem visionary. The left fork of the Shyenne passes through the northern portion of the Black Hills, and even there is a considerable stream, from thirty to fifty yards wide. In the spring the river is much swollen, and the current exceedingly rapid, and the timber, if cut and hauled to the banks of the river, might be floated down into the Missouri with considerable safety and ease.

The character of the country along the Missouri, from Fort Union to the mountains, and through the valley of the Yellowstone is similar to that in the region of Fort Pierre, as far as its agricultural resources are concerned. In the bottoms, however, the traders and Indians raise very good vegetables. At Fort Union the traders have met with very good success some seasons, but usually drought or early frosts destroy their labors. Three tribes of Indians on the Missouri are somewhat of an agricultural people. The Minnitares at Fort Berthold raised, in 1854, two thousand bushels of corn and beans, pumpkins in proportion. The Mandans, sixty miles below, one thousand five hundred bushels, and the Aricarees, at Fort Clark, four thousand bushels. The drought and early frost of 1855 nearly destroyed their crops, which, in the month of June, looked quite promising. At Fort Pierre, also, the river bottoms and islands are cultivated with some success, perhaps as much so as many of our Atlantic States.

To present an idea of the country on White river, and the modes of travelling on the prairie, I will give a brief digest of my journal, made on a tour to the Bad Lands, in the spring of 1855. I started from Fort Pierre May 7, with an Indian as guide, one voyageur and a boy, with several horses and two carts, for the purpose of making a collection of mammalian and chelonian fossils in that remarkable cemetery. The weather was warm, and sun shining brightly. Most of the usual spring birds had come, and the ravines and water courses

very fertile, composed of the calcareous and aluminous marls of the Tertiary basin through which the upper portion of this river flows, and the clays of the Cretaceous system which forms the hills, and is the basis formation throughout the valley.

The following day, May 11, we passed up the valley four or five miles above the forks, for the purpose of fording the river. The left fork is the main stream, and, at this time was much swollen and the current quite rapid. The bottom is so full of quicksands and other impediments that we found it very difficult to discover a crossing place. Finally, after a most diligent search of several hours wading about in the stream, we ventured to make the attempt. We first unloaded everything in our carts and carried it to the opposite side, a distance of one hundred and fifty yards, and then letting our carts down the steep bank with great care, we passed safely over on the other side with no other trouble than the miring of our horses in one or two instances. After landing safely on the other side, we ascended the high hills which border the river, and camped in a beautiful ravine, from which flowed a fine spring, surrounded with an abundance of wood. The whole country here has much the appearance of the limestone region near the mouth of the Platte, and I noticed several species of shrubs that are found no higher up on the Missouri than Council Bluffs. Our distance that day was not more than eight miles. The water of White river is very peculiar, containing a large quantity of calcareous and aluminous matter held in suspension, so that it has much the appearance of milk. When allowed to stand for a short time, or whenever it is found in pools, a thick scum may be seen upon the surface very much of the appearance and consistency of rich cream; removing this, and the thinner portion is of a much lighter color, like milk. It is very astringent to the taste, and its medical effect on the traveller is quite the reverse of the water previously used. This river has been navigated by traders with small Mackinac and bull boats for over one hundred miles from its mouth. We found plenty of antelopes near our camping place. Our Indian killed two fine ones, which formed a most acceptable addition to our larder.

On the following day we passed over a fine rolling upland prairie on the northern slope of the dividing ridge between White river and Running Water. After descending two steep hills which border the river bottoms, the prairie slopes gently towards the south for a distance of fifteen or twenty miles to a high ridge which is visible in the distance and covered with pines. Our course was about due west. On our right the lofty denuded ridges of the "Bad Lands" appear, while scattered all over the valley are patches of white earth, monuments of the Tertiary basin left after denudation. The whole valley gives unmistakeble evidence of having been levelled to its present condition by the action of denudation. The day was quite fine. We camped at night on Bad Land creek, and before reaching it we passed through considerable bad ground, which rendered our travelling quite hazardous. They seemed quite appropriately named. There are many things of the deepest interest in this valley, and as yet it is almost *terra incognita*. All the streams on the right side of White river flow from perpetual springs in the distant ridge, and even in the

dryest season they are full of cool crystal water, their sides fringed with many varieties of water plants, and their valleys clothed with abundant grass and flowers. Contrasted with most of the country on the upper Missouri, the White river valley is a paradise, and the Indians consider it one of the choice spots of earth. Indeed, when supplied with an abundance of meat, they always resort here and spend their time in amusements or in cultivating their numerous gardens which are scattered throughout the valley. The Brulés and Yanktons raise a considerable amount of corn and other vegetables, and with very little attention they get a tolerable crop. The greatest deficiency that will be felt here will be the scarcity of wood for fuel, and, like other portions of the upper Missouri country, no coal need be sought after.

May 13.—We again travelled due west across a fine rolling prairie. We met with large numbers of a peculiar species of cactus just coming into bloom, (*Mammaria nuttalii.*) It is more abundant here than anywhere else on the Upper Missouri. We camped at night on Grass creek—another fine stream, similar to those before mentioned. At our left, in the distance, we could see a tall, naked white butte, called Eagle Nest butte, from the fact that an eagle has built her nest on the summit from time immemorial. Although it rises to the height of one hundred and fifty feet, with nearly perpendicular sides, its stratification is perfectly horizontal, presenting a more conspicuous example of the terrible denuding action which has been felt in the valley. On its summit I found several species of plants in bloom that I observed no where else on the route.

May 14.—We passed several fine streams, all having a uniform appearance, and the whole region approaching more closely the fertile portions of Kansas. We camped at night on a fine stream called "The creek where the Indians plant corn." Our Indian guide spent a day here planting a small patch of corn and potatoes. On our left, as far as we could see, was fine rolling prairie clothed with vegetation, while on our right, the tall naked columns and domes of the "Bad Lands" loom up, assuming most unique and fantastic shapes. Our Indian guide led us along an old buffalo track, a very rugged road, a fact of which we were convinced by having our carts upset and the contents distributed over the ground. The Indians say, however, that in travelling over a country with which they are unacquainted they always follow a buffalo trail, for this animal always selects the most practicable route for his road. At the mouth of this creek is the most beautiful exhibition of the Bad Lands I have ever seen.

On the 18th we camped near a fine spring, which was but a little distance from it, and we resolved to stop a day or two and explore it. Our animals needed rest, and here was an abundance of good grass and water. After partaking of a delicious dinner of antelope meat, I started out, accompanied by my voyageur, and ascending an elevation which was above the bad ground, looked down upon one of the grandest views I ever beheld. The denuded area was nearly square in form, and the immense flat concretions that projected out from the sides of the perpendicular walls in regular seams, and at about equal distances above each other, resembled some vast theatre; indeed, it reminded

me of what I had imagined of the amphitheatre of Rome, only nature works upon a far grander scale than man. We climbed with great difficulty down the steep sides, following the main channel of the little stream, and after much winding through this labyrinthian sepulchre, we came to an open plateau covered with fine grass, and in the centre a beautiful grove of cedars, and through the whole a stream of milky water wound its way to White river, about five miles distant. All around us were bare, naked, whitened walls, with now and then a conical pyramid standing alone. We felt very much as though we were in a sepulchre, and, indeed, we were in a cemetery of a pre-Adamite age, for all around us at the base of these walls and pyramids were heads and tails, and fragments of the same, of species of which are not known to exist at the present day. We spent that day and the following exploring the cemetery, which the denuding power of water had laid open for our inspection, and many fine specimens rewarded our labors.

On the morning of the 21st, we started for White river, on which we camped. We were about to leave behind us good grass and water, for in the direction we were going we could expect nothing but a desert and salt water. The bottoms were, as usual, quite good, but the hills that bordered it were terribly denuded, showing us that we were still in "Bad Lands." The following morning we crossed the river with some difficulty, on account of the sinking of the horses into the quick sands, and then wound our way among the sand hills in a direction nearly parallel with the river. These sand hills sustain very little vegetation, have often very nearly perpendicular sides without stratification, and are probably formed by the mud. On our right, the main body of the Bad Lands appeared with its numerous labyrinthic passages, illustrating most finely the denuding power of the water. Many rare plants were observed here, but few animals. One species of lizard was quite common, but very agile in its movements. We succeeded, after many attempts, in catching one of them, by throwing a blanket over it suddenly. Antelopes were more abundant than other kinds of game, and we were able to supply ourselves with meat. Occasionally a big horn was added, which made a very agreeable variety. The meat of the female has much the flavor of mutton. On the following night, we camped on a tributary of White river; wood was very scarce, and the water of the poorest quality. All the tributaries of the northern side of White river are of the same character. The next day we were desirous of getting to Bear creek, the usual camping place of visitors to the Bad Lands. Our road was exceedingly rugged, winding among the terrible cañons and gullies. We were not able to get through without again upsetting our carts, and were obliged to pack our baggage a considerable distance. At last we struck the main road between Fort Pierre and Fort Laramie, and then our troubles were at an end. We had followed an old buffalo trail seventy-five miles through a country never before travelled by carts. We had been seventeen days reaching Bear creek, whereas, if we had followed the usual route, it would have required but six days. But I had the pleasure of exploring a large area of most interesting country, never traversed before but by Indians. The locality at Bear creek has yielded

Respecting the climate and geographical distribution of plants, ch might be said in this connexion. There is in this country a ; and a dry season. The wet season usually commences about the ldle of March, and continues until the middle of May. The rains ·ing this time are frequent and severe. It has been known to rain rty days in succession. The dry season commences about the mid- of July, and usually continues through the autumn, and some- es a portion of the winter. Perhaps three-fourths of the plants of country are in blossom during the months of May and June, or first half of July. During the month of September the ground omes parched by drought, and very little vegetation clothes the iries, and everything has the aspect of desolation. Very few flowers in bloom, except now and then a composite plant. The principal tion of the flora of the upper Missouri belongs to the great fami- of *Cruciferæ*, *Leguminosæ*, *Compositæ*, *Chenopodiaceæ*, and *minceæ*. Of Cryptogamic plants there is a great dearth. I found two species of Ferns above Council Bluffs; very few Mosses, Lichens Fungi. Throughout the limestone region of the State of Missouri, have the sugar maple [*Acer Sacharinum*] in great abundance, also ny species of oaks and hickory. These cease in latitude 42½°. At mouth of Big Sioux we find *Fraxinus Americana*, *Fraxinus quad- gulata*, *Tilia Americana*, quite abundunt. *Gymnocladus Cana- sis*, sixty feet in height. *Populus Canadensis*, the most abundant in upper Missouri. *Ulmus fulva*, common, associated with *Jug- nigra*, *Juglans cinerea*, *Celtis occidentalis*, *Gleditschia tricanthos*, *r rubrum*, from which the Indians formerly made sugar on the Big ix and Vermilion rivers, two or three species of oaks, &c. Among under shrubs may be mentioned the bullberry, *Shepherdia argentea*, ch commences its growth at this point. Also, along the borders streams, *Zanthoxylum Americanum*, *Staphylia trifoliata*, *Euonymus purpureus*, *Symphoricarpus vulgaris*, the most common shrub ughout the upper Missouri country, often covering the lowland irie for many miles in extent. *Cornus sericea*, and *Stolonifera*. *is*, *Ribes*, and *Rosa*, several species of each; *Rhus*, and *Salix*, a nber of species. At the mouth of Running Water, latitude 42° 50′, ny of these trees and shrubs cease, and we have from thence to the ntains very few forest trees, the ubiquitous cottonwood, *Ulmus ericana*, a species of *Fraxinus*, *Negundo aceroides*, and frequently, ugh not so common, *Quercus Macrocarpa*, with one or two other cies of oak. Two species of *Juniperus* are quite common, one on bottom, and the other on the arid hills. A trailing species com- nces in the Tertiary beds, near Fort Clark, and often covers the l hills in that formation as with a carpet. I saw it in one locality White river valley, on the top of Eagle Nest butte. On the high ges of the Running Water, White river, Black Hills, on the Yellow- ne, and on the Missouri, above Fort Union, a species of pine is te abundant—*Pinus brachyptera*. In the Bad Lands of the Judith, econd species of that family occurs, and it is the only locality where ave seen it—*Abies Douglassii*. About fifty miles below Fort Pierre, remarkable saline shrub first makes its appearance—*Sarcobetus rmicularis*—first discovered by Prince Maximilian, in his tour up this ntry in 1832. It belongs to the family *Chenopodiaceæ*, and finds its

maximum growth in the sterile, saline clays of the Cretaceous beds. It is rare at this locality, also on the Shyenne not abundant; but above Fort Union, near the Muscle-shell, it covers the bottoms, to the exclusion of the well known *Artemisia*, and *Linosyris*. On the Yellowstone, particularly in the vicinity of Tongue river, it covers the lowland prairies, and is used as fuel by the Indians and traders, and called by them grease wood. It grows to the height of six or eight feet, and sometimes two or three inches in diameter. I observed the *Eleagnus Argentea* in but one locality, on the high hills above Fort Clark. Of the edible roots we find the most important one to be *Psoralea esculenta*, the *pomme blande* of the voyageur. It is found very abundantly throughout the Sioux country, commencing at Dorion's Hills, though not common in the Yellowstone valley, or upper Missouri above Fort Union. It forms the most useful article of food to the Indian, among the spontaneous products of the country.

The lower tribes of the Sioux, who have but little game, subsist almost entirely on it for several months of the year. It is eaten raw or boiled, or dried and pounded fine, and then made into a kind of pudding or cake, and is quite farinaceous. The groundnut, or *Apios tuberosa*, is very useful to the Indian. It grows very abundantly along the river bottoms, and is gathered in large quantities by a kind of wood-mouse for his winter store. The squaws make a business, during the months of October and November, of robbing these little animals, and I have often seen several bushels of the tubers in a single lodge. They are boiled with dried buffalo meat, and make a rich and palatable dish. The Indians also make use of the root of a species of *Helianthus* to some extent, which resembles an artichoke. It grows along sandy borders of streams, and is procured during February and March. There are some excellent fruits indigenous to the country. *Cerasus Virginiana* grows in great abundance in many places, and the fruit is gathered in large quantities and dried. Above Fort Union, and on the Yellowstone, it grows in large thickets, and these are the favorite resort of the grizzly bear during fruit time. By far the most delicious fruit is the service berry, *Amelanchier*, which is also quite abundant, and ripens in June. The bullberry is the most abundant, but is very acid until after the autumn frosts, when it becomes quite palatable. Plums, also, are abundant. A far less delicious fruit than any of the others before mentioned, but one which is oftentimes of much importance to the hungry voyageur or Indian is the rosebud, as it is called, that is the fruit of a species of *Rosa* that remains on the bush during most of the winter, and often preserves the life of the foodless traveller. I have known many instances of men travelling from four to six days with no other subsistence than this fruit which they gathered on the route.

Of the various kinds of animals and their distribution, I might here say a few words. Many of them are fast passing away, and in a few years those upon which the Indian is now dependent will become extinct. The buffalo, which have been so important an agent in the preservation of the Indian, are now gradually gathering into a smaller area, and although in the valley of the Yellowstone, and along the upper Missouri, thousands may yet be seen, they are annually decreasing at a very rapid rate.

In 1850, buffalo were seen as low down on the Missouri as Vermilion river, and in 1854, a few were killed near Fort Pierre, but at the present time none, unless it be a stray bull, are seen below Fort Clark. Even at the base of the Black Hills it would be difficult for a party of white men to support themselves by hunting. Probably at this time game, such as buffalo, antelope, elk, big horn and beaver, are more abundant in the Yellowstone valley than in any other portion of the upper Missouri. In descending the Yellowstone river in 1854 for a distance of 350 miles, I do not think there was a moment in which I could not see game in great numbers. In the vicinity of Floyd's bluff, and from thence to Running Water, the red deer (*Cervus Virginianus*) is quite abundant, and the Santees from the Mississippi, and the Yanktons, who spend the summer near Fort Pierre, resort here during the fall and winter to hunt them. A few elk are seen, but not abundant. Wild turkeys are very abundant in this region, but usually keep near the boundaries of civilization. A few have been seen at the mouth of White river and in the valley. In the vicinity of the frontier myriads of prairie fowl are seen; the common species of our western States, (*Tetrao Cupido.*) It is extremely abundant from Council bluffs to Floyd's bluff, and a few are seen at the mouth of the Vermilion, and possibly as high up the Missouri as Dorion's hill. Here another closely allied species, *Tetrao phasianellus*, takes the place of the *Tetrao cupido*, and is quite abundant from thence to the mountains. The quail [*Ortyx Virginiana*] has not been seen above the mouth of Running Water. The most northern limit of the *Sciurus magnicandatus*, or fox squirrel, is the mouth of Running Water. It is quite abundant at Floyd's bluff. The raccoon (*Procyon lotor*) has not yet passed far beyond the frontier. A few have been seen in the White river valley. In descending the Missouri in the fall of 1854, I killed one on the shore of the river, forty miles above the mouth of Running Water. They are quite abundant about Floyd's bluff, and their skins are a considerable article of trade with the lower tribes of Indians. The black tailed deer (*Cervus macrotis*) is seldom seen below Fort Pierre. It is found chiefly in the ravines and in the most rugged portions in the vicinity of the Black Hills and the mountains. The interminable ravines of the Shyenne and Sage creek are noted places for them. The antelope is also seldom seen below Fort Pierre. It is, however, the most abundant animal in the Sioux country, and confined to the open prairies. Elk are still abundant in the region of the mountains. Large herds of them are seen in the valley of the Yellowstone and along the Missouri above Fort Union. Below these points they are seldom seen in herds. The big horn (*Ovis montana*) is quite abundant in the almost inaccessible regions known as the "*Mauvaises Terres*" or Bad Lands, but are not hunted much by the Indians for food. The beaver is increasing very rapidly and many of the mountain streams literally swarm with them. Since the days of the trapper are over, and the price of the fur has become so reduced, the inducements to hunt them are not very great, and they are allowed to multiply undisturbed. Their flesh is eaten to some extent by the Indians, and in the absence of other meat is considered quite a delicacy. There appears to be no diminution in the wolves and foxes, and as they are of little economical value, I will not speak of them in detail.

INDEX.

[The asterisk (*) denotes special reference.]

A.

Page.

Douglassii 77
rubrum 77
sackarinum 77
ultural Indians 71, 74
ultural lands 13
ultural pursuits 39
ican Fur Company 18, 19, 37
anchier 78
nt Ruins Bluffs 29
's Lake 34
one patens 71
ope 9, 23, 71, 76, 79
ope River 23
tuberosa 78
opriation for explorations recommended 19
butes ferrugineus *21
ree Indians 16, 19, 71
ree Village 37
ree Creek 32
argillaceous hills 70, 72
nisia 78
(trees) 12, 31, 32, 68, 71
Grove Spring 31
Hollow *13, *28
iboin Indians 16, 19
tic States 71
sphere, peculiarity of *76
t, whiteheaded ..... °21

B.

ands ..... °6, 67, °68, 71, 79
Land Creek 73
River. (See Teton River.)
r, James 20
, Lieut 20
meters used 40
metrical observations. (See Errata.) 46, 47, 60, 61, 62
(trees) 69
Ground 38, 39
..... 71
..... 78
Butte 71
Creek 32, 76
Peak 6
r 31, 71, 79
r Creek 27
r dams 27
..... °72
Cottonwood Creek 32
Cole 72

Page.

Big Horn 6, 75, 79
Big Shyenne River ..... °12
Big Sioux River ..... °13, 34, °67
Big Water 25
Birds ..... °20, 21, 71, 79
Black Earth Creek 33, 34
Blackfeet Indians ..... °16, 17, 35
Black Hills ..... °6, 66, 67, 71
Black Walnut 68, 69
Blake, W. P. ..... 2, °63
Blodget, Lorin 41
Blue Water Creek ..... 28, °38, 39
Bluff formation 69
Bordeaux, James 20, 30
Bowpith Indians ..... °16
Box elder 69, 71
Brulé Indians ..... 16, 17, 19, 35, °38, 39, 74
Buffalo 9, 23, 27, 78, 79
Buffalo trails 74, 75
Bull berry 69, 77, 78
Bull Creek 32, 76
Burnt Prairie 33
Burnt-thigh Indians. (See Brulés.)
Butternut (trees) 68, 69
Buttes des Oreilles de Chien ..... °24, 65
Buttes de Sable *8, 9, 65

C.

Cactus 74
Calamus River 26
Campaign against Indians 19
Campbell, Colin 20, 38, 39
Campbell Creek 33
Cannon Ball River 67
Cañons 11, 75
Carboniferous system *67
Carrey, Paul 21, 27, 35, 38, 40
Carrey's Fork 27
Cedars 11, 28, 69, 75
Cedar Creek 23
Cedar Island 70
Celtis occidentalis 77
Cerasus Virginiana 78
Cervus macrotis 79
Cervus Virginianus 79
Chaine de Roche Creek ..... 33, °39
Chalcedony 6
Chan-san-wakpa. (See James River)
Chan-ta-pe-tan-ya 39
Chanka Creek 33
Chara 76
Cheever, Captain 11
Chenopodiaceæ 70, 71

Page.
Cherry 69
Chimney Rock 29
Clara, steamboat 10, 11
Climate 6, 39
Coffee bean 69
Colorado desert 65
Compositæ 77
Corn 10, 12, 24, 25, 71, 74
Cornus sericea 69, 77
Cornus stolonifera 69
Cotes Brulés 70
Coteau du Missouri 34
Cottonwood 11, 12, 13, 23, 24, 26, 27, 37, 68, 69, 77
Cottonwood Spring 28
Court-house Rock 29
Cretaceous fossils 76
Cretaceous system *67, *70, 73
Crook's Point 37
Crow Creek 33
Crow Indians 9, *19, 68
Crucifera 77
Cryptogamic plants 77
Culbertson, A 20, 36, 76
Curtis, Lieut 20

D.

Dacotah Indians—
Authority for spelling and pronouncing words of the language 5
Common war ground 9
Pawnees driven from home by 11
Country occupied by 15
Bands composing the nation 15, 16
Estimated numbers 16
Usurpation of Shyenne country 17
Mode of subsistence 17
Manner of obtaining horses 17
Skill in warfare 17
Rapidity of shooting arrows 17
Accuracy of aim 17
Destruction by small-pox 17
Numbers increasing 17
Love of renown 17
Desire for plunder 17
Excuse for committing offences 17
Inadequacy of peaceful policy with 17
Military occupation of country essential 17
At war with Pawnees 19
At peace with Poncas 19
Necessity for chastising northern tribes 19
River named by 25
Sustenance of lower tribes of Sioux 78
Dead Man's Creek 30, 31
Deer 6, 23, 29, 79
Denudation 70, 71, 73, 75
Desomet, Michael 20
Devil's Lake 12
Distances from St. Louis to mouth of the Yellowstone River 35
Dog's Ears Hills *24, 65
Dorion's Hills 69, 70

Page.
Drought 72
Dry season 37
De Bouis' Point 37
Du Puis Camp 37

E.

Eagle's Nest Butte 77
Elastic force of vapor 58, 59
Eleagnus argentea 78
Elk 23, 79
Elm 68, 69, 71
Elm Creek 33
Enemy's Creek 33
Euonymus atropurpureus 77
Evans, Dr 76
ERRATA, at the end of the Index.

F.

Ferns 77
Ferries 13, 15, 22, 25, 33, 34
Fertile country on Missouri river 10
Fire Steel creek 33
Fish 26, 30, 71, 72
Flowers 71, 72, 74
Fort Berthold 71
Fort Clark 71
Fort Grattan 28
Fort Kearny *18, 22, 41
Fort Laramie *18, 22
Fort Pierre *18, 22, *38, 40, 41
Fort Ridgely 22
Fossils 68, 76
Foxes 79
Fox squirrel 79
Fraxinus quadrangulata 77
Fraxinus Americana 77
Frémont, Captain 9, 20, 27
Fruits 78
Fungi 77

G.

Galpin, Mr 20, 21
Galpin's Camp 36
Game 78, 79
Geography of Nebraska 19
Geology 6, 11, 25, 26, 34, 36, 63, 66
Girard, Dr. Charles 65
Gleditschia tricanthus 77
Good River *12
Goulet, Henry 20, 34
Gramineæ 77
Grand River *67
Grass 6, 9, 12, 14, 22, 34, 72, 74
Grasshoppers 6
Grattan, Lieutenant 16
Grattan Massacre 35
Grease-wood 78
Great Bend, storm at 42
Green, James 40
Grindstone Buttes Creek 32
Grizzly bear 78

Page.
Grouse 31
Gymnocladus Canadensis 77
Gypsum 70

H.

Harney, General W. S 5, 22
Hawk, western rough-legged *21
Hay 29
Hayden, Dr. V. F 5, 6, 20, *66
Helianthus 78
Helix 64, 65, 76
Hickory, (trees) 79
Hupan Kutey prairie *10

I.

Ihanktonwan Indians *15, 16, 74, 79
Ihanktonwanna Indians *15, 16, 19, 35
Indian Bureau 17
Indians, campaign against 71, 74
Indians, agricultural *19
Indians, names and authority for spelling 5
Indians, resorts of 24, 31, 74, 79
Indians, talk with 38
Indians, trails of 21, 25
Indians, vegetable food of 78
Indians, tribes of—
Aricarees 16, 19, 71
Assinnaboins 16, 19
Blackfeet *16, 17, 35
Bowpith *16
Brulés 16, 17, 19, 35, *38, 39, 74
Burnt Thighs. (See Brulés.)
Crows *9, 19, 68
Dacotas 5, 9, 11, *15, 19, 25, 78
Ihanktonwans *15, 16, 74, 79
Ihanktonwannas *15, 16, 19, 35
Isanties 15, 17
Itazipchos *16
Mandans 19, 71
Mde-wakan-tonwans 15
Minikanyes *16, 19, 35
Minnitares *19, 71
Ogalalas *16, *19, *38, 39
Omahas 9
Oo-he-non-pas *16
Pawnees 9, 11, 16, 19, 21
Poncas 9, 10, 19, 25
Sans Arcs *16, 35
Santees. (See Isanties.) 79
Shyennes 16, 17, 19
Sichangus. (See Brulés.)
Sihasapas. (See Blackfeet.)
Sioux. (See Dacotas.)
Sisi-tonwans 15
Titonwans *16
Unkpapas *16, 17, 18, 19, 35
Wahpekutes 15
Wahpetonwans 15
Wazazhas 16
Yanktons. (See Ihanktonwans.)
Yanktonnais. (See Ihanktonwannas.)

Page.
Isantie Indians 15, 17
Itazipchos Indians. (See Errata) *16

J.

James River *12, 33, *67
Jewitt, Joseph 20
Journey from Fort Pierre to Fort Kearny *21
Juglans cinerea 77
Juglans nigra 77

K.

Keya Paha 24
Kinnie-kinnic 69

L.

Labyrinthian Sepulchre *75
La Chapaille Creek 32, 33
Laramie road 37
Latitudes 22
L'Eau qui Court River *11, 25, 30, 66
Lefebre, Jean 20
Leguminoæ 77
Leidy, Professor 76
Lichens 77
Lignite basin 78
Linosyris 68
Little Missouri River. (See Teton River.)
Little Thunder 39
Lizard 75
Long, Major 20
Longitudes 20
Llano Estacado 65
Loup River. (See Pawnee River.)
Lungs Creek 34
Lymnea 76

M.

Maka Sapa Ouza 33, 34
Mammaria Nuttalii 74
Mandan Indians 19, 71
Mankisita W. (See White River.)
Maple 69, 77
Maps accompanying report, (errata) 20
Matoiya 16
Mauvaises Terres. (See Bad Lands.)
Maximilian, Prince 77
Mde-wakan-tonwan Indians 15
Medical Department United States 41, 47
Medicine Creek 32, 72
Medicine River 23
Meek, F. B 76
Meteorology 39, 46
Military posts 10, *17, *18, *19, 36, 37
Military reserve, Fort Pierre *35
Minikanye Indians *16, 19, 35
Minitanka 25
Mini-to-wa-pa-la. (See Blue Water Creek.)
Mini Wakan 12
Minnitare Indians *19, 71

Page.
Missouri Bluffs 33
Missouri River *9, 11, 68
Mitchell's Creek 00
Moreau River 67
Moreau Road 37
Mormon Emigration 13
Mosses 77
Muddy Creek 27
Mulberry 69

N.

Navel flower 71
Navigation of James River 12
Navigation of l'Eau qui Court 11, 12
Navigation of Missouri River 10, 18
Navigation of Platte River 11
Navigation of Shyenne River 37
Nebraska, general conclusions of physical features, &c 21, 22
Nebraska, knowledge of geography, &c., and necessity for further explorations 19, 20
Negundo accroides 77
Nicollet, I. N 20, 41
Niobrara River. (See l'Eau qui Court.)

O.

Oaks 11, 12, 28, 34, 69, 71, 77
O'Fallen's Bluff's 28
Ogalala Indians *16, *19, *38, 39
Omaha Indians 9
Oo-he-non-pas Indians *16
Ortyx Virginiana 79
Ovis montana 79

P

Pacific Railroad explorations 28, 66
Pawnee Indians 9, 11, 16, 19, 21
Pawnee River *11, 26, 27
Physa 76
Pine 6, 11, 12, 37, 69, 71, 77
Pino's spring 32, 76
Pinus brachytua 77
Planubis 64, 65, 76
Plants 9, 68, 74, 75, 77, 79
Platanus occidentalus 69
Platte River *11, 27, *66
Plums 12, 25, 78
Plum Creek 28
Pomme blanche, (errata,) 78
Ponca Indians 9, 10, 19, 25
Pope, Captain 65
Potatoes 74
Prairie dog village 24
Prairie fowl 79
Prickly ash 69
Procyonlotor 79
Psolaria esculenta 78
Psychrometer 40
Psychrom. obs 48, 57
Pumpkins 71

Q.

Page.
Quail 79
Quercus macrocarpa 77

R.

Raccoon 79
Rain 6, 36, 41, 42
Rapid River. (See l'Eau qui Court.)
Rawhide Creek 29, 30
Rawhide Peak 6
Reconnaissances recommended 19, 29
Recurverostra occidentalus *21
Regnault's tables 40
Rhus 77
Ribes 77
Riviere à Jaques. (See James R.)
Roads. (See routes.) 6, 17, 15, 18, 25, 30, 31, 37
Roots 26, 78
Rosa 78
Rose bud 77, 78
Routes *5, *13, 14, 18, *20
Route from Fort Kearny to Fort Laramie 28, 29, 47
Route from Fort Laramie to Fort Pierre 29, 32
Route from Fort Pierre to Fort Kearny 22, 29, 46
Route from Fort Pierre to Sioux city 33
Running water. (See l'Eau qui Court.)

S.

Sage Creek 32, 76
Saline shrub 77
Salix 71
Salt incrustations 12, 73
Salt Springs 12, 32
Sand cherry 24
Sand Hills *8, 9, 65
Sans Arc Indians 16, 35
Santee Indians. (See Isanti.) 79
Sarcobetus vermicularis 77, 78
Scenery in Sand Hills 9
Sciurus magnicandatus 79
Scott's Bluff 29
Scrubby oak 11
Selenite crystals 70
Service berry 78
Settlements *6, *17, 18
Shells 64, 65, 69
Shepherdia argenta 77
Shining Hills 70
Shompepi Creek 33
Shrubs 69, 73, 77
Shumard, Dr 76
Shyenne Indians 16, 17, 19
Shyenne River *37, *67, 70, 71
Sichangus Indians. (See Brulés.)
Sihasapas Indians. (See Blackfeet.)
Sioux city 22
Sioux expedition 5

Page.
Sioux Indians. (See Dacotahs.)
Sisi-tonwan Indians..... 15
Sketches—
Battle ground, Blue Water Cr..... 38
Geo. sect. l'Eau qui Court..... 63
Scenery in Bad Lands 7
Scenery in Sand Hills..... 8
Smithsonian Institution..... 5, 76
Snowden, J. Hudson *20, 40, 41
Snow storms..... 39
Soil *6, 24, 36
Springs.....11, 32, 34
Squirrels..... 79
Stansbury, Captain.....20, 21, 29, 41
Staphylia trifoliata 77
Stilonifera..... 77
Storms..... *39, *41, *43, *45
Sugar, maple 77
Sumac 69
Survey ,military reserve, Fort Pierre. *35
Swallow, Professor 69
Sycamore 69
Symphomcarpus vulgaris..... 77
Syphon barometers used 40

T.

Tables—altitudes and distance..... 46, 47
Barom. observations. (See Errata.) 46, 47
60, 61, 62
Distances from St. Louis to mouth of Yellowstone River..... 35
Elastic force of vapor 58, 59
Latitude, longitude, &c..... 22
Psychrometrical obs..... 48
Talk with Indians 38
Temperature 60, 61
Terra incognita..... 73
Tertiary Basin..... 67, 73
Tertiary System 70
Teton River *1, 23, *67, 72, 76
Tetrao cupido 79
Tetrao phasianellus..... 79
Tilia Americana..... 77
Timber.....*6, 13, 37, *68, 70, *71, 72
Ash.....12, 31, 32, 68, 71
Bass..... 69
Black walnut 68, 69
Box elder..... 69, 71
Butternut 68, 69
Cedar.....11, 28, 69, 75
Cottonwood 11, 12, 13, 23, 24, 26, 27, 37
68, 69, 77
Grease wood 78
Hickory 79
Maple 69, 77
Mulberry 69
Oaks 11, 12, 24, 34, 69, 71, 77
Pine.....6, 11, 12, 37, 69, 71, 77
Prickly ash..... 69
Sycamore 69
Willow.....12, 24, 26, 27, 30, 34, 72
Titonwan Indians *16
Toka-Kiya-Wahpa..... 33

Page.
Topography of Nebraska..... 19
Transportation, supplies, &c. *13, 15
Trailing species plants 77
Trees 68, 69, 77
Turkey Ridge..... 34
Turkey Ridge Creek 34
Turtles. (See Errata)..... 75
Turtle Hill..... 24
Turtle Hill creek..... 24, 25

U.

Ulmus Americana..... 77
Ulmus fulva 77
Unk-papa Indians *16, 17, 18, 19, 35

V.

Van Vliet, Captain 76
Vegetables 71
Vegetation 74
Vermilion River.....*13, 34
Vine, culture of..... 69
Vites 76
Voyageurs 70, 71

W.

Wahpa Shica. (See Teton R.)
Wah-pe-kute Indians 15
Wah-pe-ton-wan Indians 15
Wak-pa-washte *12
Warren's Fork 26
Water. (See Springs.).....*6, 22, 34, *73
Waterholes Creek..... 32
Washesha-ouza-wahpa. (See Vermilion R.)
Wazazhas Indians..... 16
Wazi-hanskeya River..... 25
Wet season..... 77
White Clay Creek..... 31
White River.....*12, 23, 30, 67, 72, 73
White Wood R. (See James R.)
Wild horse..... 25
Willows.....12, 24, 26, 27, 30, 34, 72
Willow Creek 32
Winship, Major O. F..... 39
Wolf River. (See Pawnee R.)
Wood.....*6, *10, 12, 14, 22, 34, 72, 73
(See Timber.)
Wolves 79
Wood mouse 78
Wood River..... 27
Wounded Knee Creek..... 31

Y.

Yankton Indians. (See Ihanktonwans.)
Yanktonnais Indians. (See Ihanktonwannas.)
Yellowstone River *67

Z.

Zanthoxylum Americanum 74
Zhicha Kaga..... 34

ERRATA.

For "scale of 1 to 300,000," read "scale of 1 to 3,000,000," 22d line from bottom, page 20; same in letter to Colonel Abert, preceding the report, and in the table of contents.
For "Itazipchois," read "Itazipchos," pages 3 and 16.
For "Washté Wahpa," read "Wakpa Washté," 20th line from bottom, page 12.
For "James Boldeaux," read "James Bordeaux," 10th line from bottom, page 20.
For "Alexander Cubertstone," read "Alexander Culbertson," 8th line from bottom, page 20.
After "Chenopodiaceous," read "plants," 4th line from top, page 70.
For "tails," read "turtles," 12th line from top, page 75.
After "species," omit "of," 12th line from top, page 75.
For "mud," read "wind," 25th line from bottom, page 75.
For "pomme blande," read "pomme blanche," 11th line from top, page 78.

Table 6, *page* 60.

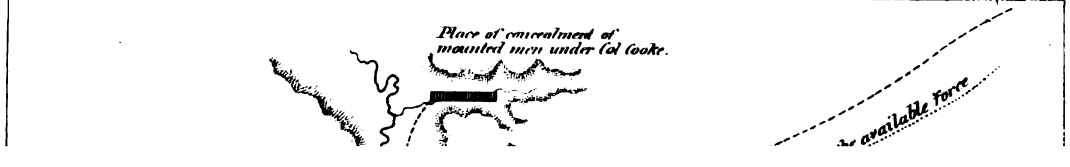
July 17, 3 p. m., for "354," read "254."
July 17, 4 p. m., for "160," read "237."
July 19, 2 a. m., for "534," read "634."
July 20, 10 a. m., for "750," read "716."
July 21, 6 p. m., for "484," read "384."
July 21, 7 p. m., for "482," read "382."
July 22, 3 p. m., for "491," read "391."
Disregard the means at the bottom of the table.

Table 7, *page* 61.

July 17, 1 p. m , for "475," read "311."
July 19, 6 p. m., for "772," read "672."
July 20, 6 a. m., for "626," read "726."
Disregard the means at the bottom of the table.
Table 9, page 62, makes the amplitude of the daily curve about $\frac{4}{100}$ of an inch greater than the observations in table 6 call for.

STANFORD UNIVERSITY LIBRARY

To avoid fine, this book should be returned on or before the date last stamped below


Place of concealment of mounted men under Col Cooke.
available force